

TENDER DOCUMENTS

CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS & REGIONAL OFFICE BUILDING, MIRPURKHAS REGION

BIDDING & CONTRACT DOCUMENTS

VOLUME-I

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- INSTRUCTION TO BIDDERS
- BIDDING DATA
- FORM OF BID AND APPENDICES TO BID
- FORMS
- PART-I : GENERAL CONDITIONS OF CONTRACT
- PART -II: PARTICULAR CONDITIONS OF CONTRACT
- BILL OF QUANTITIES

Tender Document Downloaded By Contractor/ Firm _____

Mailing Address:-_____



AAA

ANJUM ADIL & ASSOCIATES

CONSULTING ARCHITECTS, INTERIOR DESIGNERS, ENGINEERS, PLANNERS & ESTATE
VALUERS

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CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS &
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**INVITATION
FOR
BIDS**

**CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS &
REGIONAL OFFICE BUILDING, MIRPURKHAS REGION**

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INVITATION FOR BIDS

CONSTRUCTION (GREY STRUCTURE) OF NBP MAIN BRANCH & REGIONAL OFFICE BUILDING MIRPURKHAS, MIRPURKHAS REGION

National Bank of Pakistan invites sealed bids for the procurement of services of a civil works constructor for aforesaid works with an active status on **FBR Active Taxpayer List & Provincial Revenue Board** and have vast experience of construction works may obtain tender documents. Eligibility criteria for bidding document consists of the following.

- 1.A bidder should have a valid registration in **Pakistan Engineering Council** in financial category **C-4** or above along with CE-10 and EE-04 construction specialties on bidding date.
- 2.Only constructor who has completed minimum two construction projects of similar nature, costing not less than Sixty-Five (65.0) Million Pak Rupees each, during last five years is eligible to bid.
- 3.Registration Certificate FBR and Active Status Certificate.
- 4.Registration Certificate of Sindh Revenue Board (SRB) and Active Status Certificate.
- 5.Affidavit that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.

All the interested bidders, who wish to participate in the bidding, must submit the documentary proof of above-mentioned eligibility criteria in the office of The Wing Head, Engineering Wing South, 3rd Floor, NBP Head Office, Karachi, for verification on or before 17/10/2022. In case of noncompliance/ineligibility the contractor/firm will not be allowed to participate in the bidding process.

For Interested bidders **Single Stage-One Envelope Bidding Documents as per PPRA Rule 36 (a)** containing details of bid, detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc., have been made available at NBP web site "<https://www.nbp.com.pk/TENDER>" which can be downloaded by interested contractors/ firms till 17-10-2022.

A pre-bid meeting to address the issues/ clarifications (if any) is scheduled to take place at the mentioned below venue at 11:00 am on 20/10/2022. All interested bidders are advised to attend the pre-bid meeting.

The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid security amounting to PKR 2.00 Million in shape of Pay order or Bank Guarantee must reach in the office of:

"Wing Head, Engineering Wing South, Engineering Group, LCMG, 3rd Floor, National Bank of Pakistan, Head Office I.I Chandigarh Road, Karachi. Tel. +92-21-99220766 Ext No. 2341"

on or before 11:30 am on 25-10-2022. Bids will be opened on the same day at 12:00 hours in the presence of tender opening committee and contractors, who wish to be participated. If office remains closed on bidding date for some reason, this work will be carried out on the consecutive working day. This advertisement is also available on PPRA website at www.ppra.org.pk as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER>.

Wing Head.

Engineering Wing South,
Engineering Group, LCMG.

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

This Procurement/Project/Works will be funded by the **National Bank of Pakistan** itself. And the bank has intention to carry out the works from a single contractor, however subcontractors may be required in the team by a Prime Contractor to carry out the works professionally. If so, the bank has clear policy for this.

- 2.1 Prime Contractor will carry out the works up to 60% (expert services of HVAC, Electrical, Plumbing, fire fighting, landscaping etc.) or more of the bid amount from his/her resources.
- 2.2 Each sub-contract will be made on stamp paper for 30% or less bided cost and for specific nature of works such as, Electrical Works, HVAC Works, Land Scaping, IT Works etc. Subcontract/subcontracts will be submitted along with Bids.
- 2.3 A sub-contract may be executed during the execution of works if need arise with the permission of the Bank.
- 2.4 Prime Contractor will provide all applicable registrations/Permissions of employed subcontractors to the Bank if deem necessary.
- 2.5 Completion of the works is the liability of the Prime Contractor and all admissible payments will be made to him/her only.
- 2.6 No obligation or claim from subcontractors will be entertained by the bank in any circumstances.
- 2.7 Ownership of the bid remains with Prime Contractor; subcontractor may represent as an employee of Prime Contractor in bidding process to the completion of the works.

IB.3 Eligible Bidders

A bidder could be an Association of Persons (AOP), Body of Individuals (BOI), Personal own construction firm and any organization involved in construction business that fulfill the prescribed eligibility criteria:

- 3.1. Having own legal deed of construction business organization.
- 3.2. Having an operative business account based on NTN in any Pakistani Bank is mandatory.
- 3.3. Having all applicable registrations including Pakistan Engineering Council (PEC) licenses required to carry out the works.
- 3.4. Completion Certificates obtained after the effective date of NTN registration as a proof of experience in the Company Profile of a bidder are present.

Invitation to Bid, Bidding Documents and all relevant bidding material is subjected to a single business Identity explained aforesaid. For this procurement the Bank has no intention towards joint venture of two (2) or more firms/AOPs/BOI or companies.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A

bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

Volume I

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Form of Bid & Appendices to Bid.
6. Bill of Quantities (Appendix-B to Bid).
7. Form of Bid Security.
8. Form of Contract Agreement.
9. Forms of Performance Security and Mobilization Advance Guarantee/Bond.

Volume II

10. Specifications – Special Provisions.
11. Specifications - Technical Provisions.

Volume III

12. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids, which are not substantially responsive to the requirements of the Bidding Documents, will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which he receives earlier than 28 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for pre-qualification, and continue to meet the minimum criteria set out in the pre-qualification documents which as a minimum, would include the following :
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since pre-qualification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

and

- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-C to Bid	Proposed Construction Schedule
Appendix-D to Bid	Method of Performing the Work
Appendix-E to Bid	List of Major Equipment
Appendix-I to Bid	Organization Chart for Supervisory Staff

and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements: **(Joint Venture not Allowed.)**

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and

wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.

- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date.

- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

- 15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided

always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1
- (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
 - (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the

correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer having credible reasons for, or prima facie evidence, of any defect in Bidders' capacities, will determine to its satisfaction that the substantially responsive, lowest evaluated Bidder, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with the applicable Qualification Criteria including the following:
- (a) The Bidder should have successfully completed at least one similar project in the last five years either independently or as a lead partner; and
 - (b) The Bidder should have successfully completed in the last five years any specific project having value equal to or higher than the total Bid Price.

IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-J to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

BIDDING DATA

Bidding Data

The following specific data for the Works to be bidden shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders

Clause Reference

1.1 Name and address of the Employer:

**The Wing Head, Engineering Wings South,
Engineering Group, LCMG, National Bank of Pakistan,
Head Office, I.I. Chundrigarh Road
Karachi.
Tel: 021-99220766 (Ext # 2341).**

1.1 Name of the Project & Summary of the Works:

**Construction of National Bank of Pakistan Main Branch at Mirpurkhas & Regional
Office Building (Mirpurkhas Region)**

The Scope of work includes

2.1 Name of the Borrower/Source of Financing/Funding Agency:

Employer's own sources

8.1 Time limit for clarification:

7 days period to the dead line for submission of Bid Documents

10.1 Bid language:

English language will be used for bidding and correspondence.

11.1 (b) Pre-qualification Information to be updated:

**Evidence of access to financial resources,
Latest status of financial resources,
Commitments for two years (including the current year),
Works awarded during the interim period,
Availability of essential critical equipment and,
Information about litigation presently in process,**

11.1(c) Furnish Technical Proposal:

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

13.1 Bidders to quote entirely in Pak. rupees.

14.1 Period of Bid validity:

The period of Bid validity shall be 180 days after the deadline for submission of tender.

15.1 Amount of Bid Security:

The Bid Security shall be 2.0 Million of the Bid Price in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank of Pakistan in favour of the Employer valid for a period 28 days beyond the Bid Validity date

17.1 Venue, time, and date of the pre-Bid meeting:

A pre-bid meeting will be held, if required, the venue, time and date to be notified by the Employer.

18.4 Number of copies of the Bid to be completed and returned:

One original and One copy

19.2(a) Employer's address for the purpose of Bid submission:

**The Wing Head, Engineering Wings South,
Engineering Group, LCMG, National Bank of Pakistan,
Head Office, I.I. Chundrigarh Road
Karachi.
Tel: 021-99220766 (Ext # 2341).**

19.2(b) Name and Number of the Contract:

Not applicable.

20.1(a) Deadline for submission of bids:

As notified by Employer in Invitation for Bids/ Notice Inviting Tenders.

23.1 Venue, time, and date of Bid opening:

Venue: **The Wing Head, Engineering Wings South,
Engineering Group, LCMG, National Bank of Pakistan,
Head Office, I.I. Chundrigarh Road
Karachi.
Tel: 021-99220766 (Ext # 2341).**

Time: **As notified by Employer in Notice Inviting Tenders**

Date: **As notified by Employer in Notice Inviting Tenders**

32.1 Standard form and amount of Performance Security acceptable to the Employer:

Amount equal to 10% of the Contract Price in the form of Bank Guarantee / Insurance Bond from any scheduled bank in Pakistan / approved insurance companies.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID AND APPENDICES TO BID

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FORM OF BID

Bid Reference No. _____

CONSTRUCTION (GREY STRUCTURE) OF NBP MAIN BRANCH AND REGIONAL OFFICE BUILDING MIRPURKHAS, REGION

To:

**The Wing Head, Engineering Wings South,
Engineering Group, LCMG, National Bank of Pakistan,
Head Office, I.I. Chundrigarh Road
Karachi.
Tel: 021-99220766 (Ext # 2341).**

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____

SPECIAL STIPULATIONS
Clause
Conditions of Contract

1	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4	Minimum amount of Third Party Insurance	23.2	Rs. 300,000/= for person insurance, Rs. 2.0 Million for damage to property, in both cases number of incidences is unlimited.
5	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6	Time for Completion	43.1, 48.2	12 calendar months from the date of receipt of Engineer's Notice to Commence.
7	Amount of Liquidated Damages	47.1	0.10% (one tenth of one percent) of Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8	Defects Liability Period	49.1	12 calendar months from the effective date of Taking Over Certificate.
9	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10	Limit of Retention Money	60.2	05% of Contract Price stated in the Letter of Acceptance.
11	Minimum amount of Interim Payment Certificates (Interim payment requests)	60.2	5% of Contract Price
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	28 days
13	Mobilization Advance (Interest Free)	60.12	10 % of Contract Price stated in the Letter of Acceptance on submission of Bank Guarantee from scheduled bank of Pakistan.

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. Unit rate against each item in the Bill of Quantities shall be written legibly both in words and figures. This is mandatory.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
7. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
8. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.
9. Any arithmetic errors in computations or summations will be corrected by the Employer as follows: -
 - a) where there is a discrepancy between amount in figures and in words, the amount in words will govern; and
 - b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern.
10. The items mentioned in the Bill of Quantities consist of furnishing all plant, labour, equipment, machinery, appliances, materials, fittings, fixtures, fabrication, erection and installation required for completing the items/works. The work shall be done in accordance with the Bill of Quantities, Technical Specifications, Drawings and directions of the Engineer complete in all respect.

11. The "Ref Sec." indicates the specifications section number which as a whole or part (depending upon the Engineer's discretion) of these specifications are to be followed during execution of item of work in accordance with the applicable drawings.
12. Complete description of items of works in the Bill of Quantities, general directions, conditions and limitations of works, location and place of works, applicable methods, means to be adopted, type and quality of materials, use of tools, plant, and machinery are not necessarily mentioned in the Bill of Quantities. These shall be referred to in accordance with the Technical Specifications and Drawings.
13. The tenderer may ensure himself of the correctness of quantities and application of the individual items of works as per the Drawings, Technical Specifications and Contract Documents.
14. Notwithstanding provision of Clause 51 of the General Conditions of Contract, no claim for extra payment will be admissible on account of anticipated profit or variation in overheads expenditure for the works not actually performed nor will any adjustment in the unit rate set forth in the Bill of Quantities be made because of any increase or decrease in the quantities indicated therein.
15. Unless otherwise stated in the text of the Priced Bill of Quantities, the quantities have to be measured and paid in accordance with the measurement and payment of works clauses given in the relevant specifications or in accordance with implied meaning of the specifications. Any special method of measurement used as stated in text of Priced Bill of Quantities is limited to the concerned items only.
16. The rates quoted in the rate column are full value of unit prices as shown in unit column and are firm and final and shall be full compensation for the works involved as per Drawings, Specifications and Contract Conditions.

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:

- Demolition Works
- Civil Works
-

Summary of Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.
3. Detailed Bill of Quantities is attached at the end of this Volume-I of Bid Documents.

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-C to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
Whole Works	12 calendar months

METHOD OF PERFORMING THE WORK

The Bidder is required to submit a narrative outlining the method of performing the Work. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

[The Bidder will provide on next sheet of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

LIST OF MAJOR EQUIPMENT

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Capacity HP Rating	Condition	Present Location or Source	Date of Delivery at Site	Period of Work on Project
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 54 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

ESTIMATED PROGRESS PAYMENTS

Bidder's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Bill of Quantities, expressed in thousands of Pakistani Rupees:

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
Bid Price	

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GOP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE**

FORMS
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BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS &
REGIONAL OFFICE BUILDING, MIRPURKHAS REGION pg. 40

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The General Conditions – Part I;
 - (f) The Particular Conditions of Contract – Part II;
 - (g) The priced Bill of Quantities (Appendix-B to Bid);
 - (h) The completed Appendices to Bid
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

PART-1

GENERAL CONDITIONS OF CONTRACT

PART-1

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (Part-1) shall be based on the FIDIC "Conditions of the Contract for Works of Civil Construction, Part-1 General Conditions" Fourth Edition (1987) Reprinted in 1988, with editorial amendments, Reprinted in 1992 with further amendments. These Conditions of Contract are published by the "FEDERATION OF INTERNATIONALE DES INGENIEURS-CONSEILS" (FIDIC), FIDIC Secretariat, P.O. Box 86, 1000 Lausanne 12, Switzerland, e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop.

PART II
PARTICULAR CONDITIONS OF CONTRACT

PART-II: PARTICULAR CONDITIONS OF CONTRACT

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PART II - PARTICULAR CONDITIONS OF CONTRACT

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

(a) (i) The Employer is **The Wing Head, Engineering Wings South, Engineering Group, LCMG, National Bank of Pakistan, Head Office, I.I. Chundrigarh Road, Karachi.. Tel: 021-99220766 (Ext # 2341).**

(a) (iv) The Engineer is -----
-----, Karachi, Tel: 021-----, Fax : 021----- or any other competent person
appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer.
Provided always that except in cases of professional misconduct, the outgoing Engineers is to
formulate his certifications/recommendations in relation to all outstanding matters, disputes and
claims relating to the execution of the Works during his tenure.

The following paragraph is added:

(a)(vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or
joint venture submitting a Bid or Tender.

(b)(v) The following is added at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding
Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(e)(i) The text is deleted and substituted with the following:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking Over Certificate" under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated herebelow, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor's claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.

- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

"If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars."

4.1 Sub-Contracting

Add "/sublet" after 'sub-contract' in first and second line of Sub-Clause 4.1 of General Conditions of Contract Part-I.

Add "/sub-letting" after word 'sub-contracting' occurring in first line of para (c), Sub-Clause 4.1 of CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS & REGIONAL OFFICE BUILDING, MIRPURKHAS REGION [pg. 53](#)

5.1 Language(s) and Law

(a) The Contract Document, shall be drawn up in the English language.

(b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The General Conditions – Part I;
- (6) The Particular Conditions of Contract – Part II;
- (7) The priced Bill of Quantities;
- (8) The completed Appendices / Schedules to Bid;
- (9) The Drawings;
- (10) The Specifications; and

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.

Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

9.1 Contract Agreement

Read "Contractor" in place of 'Employer' occurring in 2nd line of Sub-Clause 9.1 of General Conditions of Contract Part-I.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be Submitted

The programme shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.

14.3 Cash Flow Estimate to be Submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:

- (1) Execution of Works;
- (2) Labour Employment;
- (3) Local Material Procurement;
- (4) Material Imports, if any; and
- (5) Other details as required by the Engineer.

(b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:

- (1) A Construction Schedule indicating the monthly progress in percentage;
- (2) Description of all work carried out since the last report;
- (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (4) Monthly summary of daily job record;
- (5) Photographs to illustrate progress; and
- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

(c) During the period of the Contract, the Contractor shall keep a daily record of the work

progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, and location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.

19.4 Lighting Work at Night

In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative.

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,

- (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;

(b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

(c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and

(d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:

- (i) could not have reasonably foreseen, or
- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

Add the following para (d) and (e) after para (c) of Sub-Clause 21.1 of Part-I.

21.1 Insurance of Works and Contractor's Equipment

(d) General Requirements

The Contractor shall insure with any one of the insurance companies approved for this purpose by the Employer. The insurance policies shall be in the joint names of the Employer, and the Contractor against all loss or damages as stated in the General Conditions of Contract Part I and as stated herein. Notwithstanding the responsibilities of the Contractor for indemnities and insurances as described in Sub-Clauses 21 to 24 of General Conditions of Contract Part I, the Contractor before commencing work on Site, must discuss fully with the Engineer and the Employer the insurance coverage provided under any general policies which are to be applied to this Contract to ensure that there are no contingencies left uncovered and to reduce,

as far as practicable, duplication of coverage. Should any areas of omission be discovered that are not covered by definition of responsibilities set out in these conditions, the addition or reduction in premiums required to give such insurance coverage will be paid by the Contractor. Such policies shall be obtained by the Contractor with consent of the Employer.

The Contractor shall be responsible for deductibles and losses/damages not covered by insurances other than the excepted risks.

The insurance losses shall not affect the Employer's or the Contractor's rights and obligations under the Contract.

The Contractor shall be responsible for compliance by his sub-contractors of insurances specified in these Sub-Clauses. Before each sub-contractor starts work, the Contractor shall provide the Employer proof that the sub-contractor(s) are covered by insurances specified herein for the Contractor.

All policies shall state that:

- i) The Employer shall receive at least 30 days written notice of intended Cancellation or change affecting coverage.
- ii) The Contractor is fully protected so as to provide full indemnity to Employer in respect of liability against losses or damages assumed by the Contractor under the Contract.
- iii) The inclusion of more than one insured shall not affect the rights of any other insured.
- iv) If a loss occurs the Contractor and the Employer shall be paid in relation of their share of the loss.
- v) The Insurer has no subrogation rights against any person, corporation, or organization including directors, officers, employees, servants, agents thereof which:
 - is an insured under the policy or
 - is Controlled by, Owned by, or associated with an insured, or
 - is a sub-contractor on the works, or has, before or a loss occurs, been released from liability by an insured.

Hold harmless provisions: The Employer, the Engineer and the Contractor shall be
CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS &
REGIONAL OFFICE BUILDING, MIRPURKHAS REGION [pg. 59](#)

indemnified against all losses.

Employer use or occupancy: If the Employer uses or occupies all or part of the works during the life of the insurance policy, the Contractor shall ensure that the policy continues in full force and the Employer shall pay any resulting extra cost of insurance.

Loss Procedure: If a loss occurs the Contractor shall, on behalf of the Employer and himself negotiate the value of the loss with the insurer. Unless directed otherwise by the Engineer, when agreement is reached the Contractor shall repair all damages and the Employer shall pay him in accordance with the Engineer's Certificates for that part of the repairs which is the Employer's responsibility.

If directed by the Engineer, instead of carrying out repairs, the Contractor shall pay to the party suffering the loss that part of the agreed value of the loss which is the Contractor's responsibility.

The provisions of this Sub-Clause 21.1(d) shall be applicable to other insurance covered by Sub-Clauses 22, 23 and 24 of General Conditions of Contract Part-I.

(e) **Automobile Liability Insurance:**

The Contractor shall also provide automobile liability insurance of all licensed vehicles owned, hired and operated by the Contractor and the risk insured shall be bodily injury, death of person and property damage or loss.

Minimum Limit: As indicated in Appendix 'A' to the Form of The Tender inclusive each occurrence or Rs. 0.50 million.

21.4 Exclusions

The text is deleted and substituted with the following:

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either the following National Insurance Companies of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

- EFU General Insurance Company
- Adamjee Insurance Company
- National Insurance Corporation
- New Jubilee Insurance Corporation.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observe conditions of labour which are not less favourable than the general level of wages and conditions observed by other employers whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.

34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation

or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.

34.8 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

34.9 Arms and Ammunition

The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all recognised festivals, days of rest and religious and other customs.

34.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

48.2 Taking Over of Sections or Parts

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid "Special Stipulations".

Add the following Sub-Clause after Sub-Clause 49.4 of Part-I.

49.5 Extension of Defects Liability Period

The provisions of this Sub-Clause shall apply to all replacements or renewals of plant and equipment carried out by the Contractor to remedy defects and damage as if the replacements and renewals had been taken over on the date they were completed. The Defects Liability Period for the Works shall be extended by a period equal to the period during which the Works cannot be used by reason of a defect or damage. If only a part of the Works is affected the Defects Liability Period shall be extended only for that part. In neither case shall the Defects Liability Period extend beyond two(2) years from the date of taking over.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer", the words "in writing" are added.

52.1 Valuation of Variations

In the eighth line of Sub-Clause 52.1 of Part-I after the words "suitable rates or prices" add the following "using a markup of 25% to cover Contractor's overheads and profit including all taxes".

In the tenth line, after the words "Engineer shall" the following is added:

within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

Add the following para at the end of the Sub-Clause 52.1 of Part-I.

The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down progress of the works in awaiting the approval of rates of all variations.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

Add the following of Sub-Clause after Sub-Clause 54.8 of Part I.

54.9 Vesting of Contractor's Plant, Equipment Temporary Works and Materials

(a) Definitions

For the purpose of Sub-Clause 54.

- i) The expression "Construction Plant" shall be deemed to exclude vehicles engaged in transporting any labour equipment or materials to or from the site.
- ii) The expression "Essential Hired Plant" shall mean all Constructional Plant, Equipment Temporary Works and materials of Temporary Work the withdrawal of which in the event of termination under Sub-Clause 63 hereof might (having regard to the methods of construction employed prior to the termination) endanger the safety or stability of or result in serious disturbance to the execution of any part of the Works and which are held by the Contractor under any agreement for hire thereof.
- iii) The expression "Hired Plant" shall mean any Constructional Plant,

Equipment, Temporary Works (other than essential hired plant) held by the Contractor under any agreement for hire thereof.

- iv) The expression "Agreement for Hire" shall be deemed not to include an agreement for hire purchase with an option to purchase or for conditional sale either of which is herein referred to as an "agreement for the purchase".
- v) The expression "Hire Purchase Plant" shall mean any Constructional Plant, Equipment, Temporary Works held by the Contractor under an agreement for hire purchase thereof.
- vi) The expression "owner" means the owner of the plant and equipment of any Hire Purchase Plant.

(b) Vesting of Certain Plant

All Constructional Plant, Equipment, Temporary Works and material owned by the Contractor or by any company in which the Contractor has a controlling interest shall when brought on to the site (or in the case of hire purchase plant upon becoming the property of the Contractor) shall be and shall be deemed to become the property of the Employer.

(c) Conditions of Hire of Certain Plant

With a view to securing in the event of termination Sub-Clause 63 hereof the continued availability for the purpose of executing the Works of any essential hired plant and equipment the Contractor shall not bring on to the Site any essential hired plant unless the agreement for hire thereof contains a provision that the owner will on request in writing made by the Employer within 7 days after the date on which any such termination has become effective and on the Employer undertaking to pay all hire charges in respect thereof on the same terms in all respects as the same was hired to the contractor save that the Employer shall be entitled to permit the use thereof by any other contractor employed by it for the purposes of completing the works under the terms of Sub-Clause 63 hereof.

(d) Costs for purpose of Sub-Clause 63

In the event of the Employer entering into any agreement for hire of essential hired plant pursuant to the provisions of Sub-Clause 54.8(c) all sums properly paid by the Employer under the provisions of any such agreement and all expenses incurred by it (including stamp duties) in entering into such agreement shall be deemed for the purpose of Sub-Clause 63 hereof to be part of the cost of completing the Works.

(e) Contractor's Certificate as to Hiring Provisions

The Contractor shall upon request made by the Engineer at any time in relation to any item of essential hired plant forthwith notify to the Engineer in writing the name and address of the owner and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements of Sub Sub-Clause 54.8(c) hereof. The Contractor shall also upon request as aforesaid give a like notification (but without certificate) in regard to any hire purchase plant.

(f) Hire Purchase Payment by the Employer

The Employer shall in order to avoid seizure by the owner of any hire purchase plant be entitled to pay to such owner the amount of any overdue installment or other sum payable optionally or otherwise under any Agreement of hire purchase and in the event of his doing so any amount so paid by him shall be debt due from the Contractor to the Employer and may be deducted by the Employer from any moneys

due or that may become due to the Contractor under the Contract or may be recovered by the Employer from the Contractor at law.

(g) Irrevocability of Certain Plant etc.

No Constructional Plant, Equipment Temporary Works or materials or any part thereof shall be removed from the site without the written consent of the Engineer which consent shall not be unreasonably withheld where the same is no longer immediately required for the purposes of completion of the Works but the Employer will permit the Contractor the exclusive use of all such Constructional Plant, Equipment, Temporary Works and materials in and for the completion of the Works until the occurrence of any event which gives the Employer the right to expel the Contractor from the site and proceed with the completion of the Works.

(h) Revesting and Removal of Plant

Upon the removal with the consent of the Engineer of any such Constructional Plant Equipment, Temporary Works or materials as have been deemed to have become the property of the Employer under Sub-Clause 54.8(b) the property therein shall be deemed to revert in the Contractor and, upon completion of the Works the property in the remainder of such Constructional Plant, Equipment, Temporary Works and materials as aforesaid shall subject to the provisions of Sub-Clause 63 be deemed to revert in the Contractor who shall remove the same together with any essential hired plant or hire purchase plant. If the Contractor shall fail to remove any Constructional Plant, Equipment, Temporary Works or materials as aforesaid or any essential hire plant or hire purchase plant within such reasonable time after completion of the Works as may be allowed by the Engineer then the Employer may:

- i) sell any such Constructional Plant, Equipment, Temporary Works and materials as aforesaid, and
- ii) return at the Contractor's expenses to the person firm or company from whom any Essential Hired Plant or any Hire Purchase Plant was held by the Contractor such essential hired plant or hire purchase plant, and after deducting from any proceeds of sale, the costs, charges and expenses of and in connection with such sale and return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sale are insufficient to meet all such cost, charges and expenses the excess shall be a debt due from the Contractor to the Employer and shall be deductible or recoverable by the Employer accordingly as aforesaid.

(j) Liability for loss or injury to plant

The Employer shall not at any time be liable for the loss of or injury to any of the Constructional plant, Temporary Works or materials which have been deemed to become the property of the Employer under Sub-Clause 54.8(b) hereof save as mentioned in Sub-Clause 20 hereof.

(k) Incorporation of Sub-Clause in Sub-Contracts

The Contractor shall when entering into any sub-contract for the execution of any part of the Works incorporate in such sub-contract (by reference or otherwise) the provisions of this Sub-Clause in relation to Constructional Plant, Temporary Works and materials. Essential Hired Plant and Hire Purchase Plant to be brought on the Site by the sub-contractor.

(l) Approval of Materials etc., not implied

The operation of sub Sub-Clause 54.8(b) hereof shall not be deemed to imply any approval

by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any materials at any time by the Engineer.

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

59.5 Certification of Payments & Nominated Subcontractors

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that

the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b)
 - i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"on the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof". (in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, "28" is substituted by "14".

Add the following paragraphs (c) & (d) after the paragraphs (a) & (b) of Sub-Clause 60.2 of Part-I.

- (c) Thirdly to the deduction of Advance Income Tax in accordance with Income Tax Ordinance 2000 or amendments enacted by the Government of Pakistan from time to time.
 - (d) The Employer may suspend payment of the Interim Certificate in case it is directed by to do so, by Pakistan Custom, FIA and other competent government agencies till the
- CONSTRUCTION (GREY STRUCTURE) OF NATIONAL BANK OF PAKISTAN MAIN BRANCH MIRPURKHAS & REGIONAL OFFICE BUILDING, MIRPURKHAS REGION [pg. 67](#)

matter is officially cleared by the Government.

60.8 Final Payment Certificate

Add the following para (c) after para (b) of Sub-Clause 60.8 of Part-I.

- (c) Before release of the final payment by the Employer, the Contractor shall furnish a certificate issued by the Excise and Taxation Department to the effect that the professional Tax as required by the law has been paid by him to the Government.

The following Sub-Clause 60.11, 60.12, 60.13 and 60.14 are added:

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
 - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.12 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting following method:

Mobilization Advance

- (a) An interest-free Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee/Bond

for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan acceptable to the Employer:

- (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months before the date of completion of the Works as per Clause 43 hereof.

60.13 Not Responsibility of the Engineer

Nothing in the Contract shall place any responsibility on the Engineer for any payments to the Contractor for or with regard to the Works or in respect to his fulfillment of any other obligation under the Contract.

60.14 Withholding of Payment

- (a) The Employer may withhold the whole or a part of any payment requested by the Contractor if it is necessary in the opinion of the Employer to protect himself against losses on account of the following reasons.
- i) Defective work not rectified.
 - ii) Non-fulfillment of any due demand and guarantee.
 - iii) Claims of third parties raised against the Employer caused through the fault of the Contractor in connection with the Works.
 - iv) Damages caused by the Contractor or his personnel or any sub-contractor, to the Employer, or to a third party on the site.
 - v) Non-fulfillment of the Contract by the Contractor.
- (b) After the reasons for withholding of payments have been eliminated, to the satisfaction of the Employer and the Engineer, payments to the Contractor will be undertaken by the Employer without delay.

63.1 Default of Contractor

The following para is added at the end of the Sub-Clause:

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:
The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a)(i) to (a)(v).

67. 3 Arbitration

In the sixth to eight lines, the words "shall be finally settled appointed under such Rules" are deleted and substituted with the following:

shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be **Karachi**, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

a) The Employer :

**The Wing Head, Engineering Wings South,
Engineering Group, LCMG, National Bank of Pakistan,
Head Office, I.I. Chundrigarh Road
Karachi.
Tel: 021-99220766 (Ext # 2341).**

b) The Engineer:

70.1 Increase or Decrease of Cost

For cement and Reinforcing Steel (R.C.C Works only)

If the prices for steel and cement fluctuate 10 % of the basic price due to escalation/ de-escalation, then either party will have the right to claim for the difference in the basic price and the actual price at the time of purchase of this material. The basic rates will be set as per prevailing market rates at the time of issuance of the tender.

Basic Rate for Reinforcing steel

Rs. _____ per tonne

Basic Rate for SR Cement

Rs. _____ per bag

Basic Rate for OP Cement

Rs. _____ per bag

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Cost inclusive of duties and taxes

The rates and prices stated in the priced Bill of Quantities shall be deemed to include every element of duty or tax leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-J to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) Shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) Shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

79.1 Precaution for Pollution

Precautionary measures and facilities shall be provided by the Contractor at his own cost in carrying out the Works including dumping and disposal of spoils in sea, river and other areas, in the manner approved by the Engineer to prevent environmental pollution.

80.1 Coordination of Work at Site

The Contractor shall take cognizance that during the execution of the project. Other Contractors will be working concurrently on this site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractors or their workmen or any other employees, who execute or supervise any work on the Site.

The Contractor shall ensure that the necessary safety precautions will be observed and interferences shall be avoided especially for the works executed side-by-side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other contractors for the execution of their works. With a view to coordinate the works, the Employer's Representative may from time to time direct the order of the work to be carried out.

Allowances for coordination of work at site shall be made in his prices & programming.

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LIST OF TENDER DRAWINGS

(REFER VOLUME-III)

BILL OF QUANTITIES

NATIONAL BANK OF PAKISTAN
CONSTRUCTION (Grey Structure) of NBP Main Branch and Regional Office
Building Mirpurkhas, Mirpurkhas Region

SUMMARY

Sr.No	Description of Work	Amount in (Rs.)
A	NBP Main Branch and Regional office Building Mirpurkhas	
1	Structural Works	
	i) Basement	
	ii) Ground Floor	
	iii) First Floor	
	iv) Second Floor	
	v) Under Ground Tank	
	Cost of Structural Work	
2	Cost of Electrical (Only conduiting work)	
B	Demolition Works (-)	
	Total Project Cost (in PKR):	

Amount in Words _____

**NATIONAL BANK OF PAKISTAN
CONSTRUCTION OF NATIONAL BANK BRANCH
Main Branch and Regional Office Building Mirpurkhas
TOTAL COVERED AREA: 26,962 SFT (Approx)**

STRUCTURAL WORKS

BOQ

S.No	Description of Work	Unit	Qty	Rate	Amount
	<u>GENERAL INSTRUCTIONS / REQUIREMENTS</u>				
	Providing, fabricating and applying at any height / depth except where otherwise stated in the specific item of Bill of Quantities including all materials, labour, plants and scaffolding etc. including all lead and lift and dewatering and / or shoring and / or temporary earthen protective bund, to any extent, if and wherever required and also including site clearance, etc. for the following items complete in all respect as per drawings, approved shop drawings, specifications, miscellaneous details and instructions of Engineer.				
	<u>BASEMENT</u>				
	Earth works				
	Ref. Spec. No.1				
1	Excavation for foundation and trenches upto following depths in any kind of strata as at site (all kind of soils, dry or wet, hard or soft) including all leads and lifts, removal / stacking of surplus excavated stuff, including dewatering and shoring, backfilling the trenches after completion of structural works, compaction etc. complete as per specification and drawings.				
	a) 0 to 6 feet	CFT	63,735		
	b) 6 to 12 feet	CFT	45,000		
2	Supply, place and compact earth in layers of 9" thick (compacted to 95% Modified Proctor's Relative Dry Density) including the cost of laboratory and field density tests, spreading, levelling, dressing and watering, all lead and lift etc.; complete in all respect as shown on Drawings and as instructed by the Engineer.				

	a) Obtained from excavation	CFT	14,600		
	b) Obtained from outside sources	CFT	12,530		
	Termite Control Treatment				
	Ref. Spec. No.2				
3	Providing applying, spraying and spreading anti-termite chemical using Mirage from Akbar Group or other approved equivalent to all foundations of the building and over back filled area and under floor as per manufacturer's recommendations and as per directions of the Engineer (only plinth area will be measured for payment of total work).	SFT	10,622		
	Stone soling				
	Ref. Spec. No.3				
4	Providing and laying stone soling including spreading, levelling, watering, compacting, filling with chips and spawls etc. complete in all respect.				
	a) Under Foundation 12" thick	SFT	10,622		
	b) Under Flooring 6" thick	SFT	2,412		
	Concrete works				
	Ref. Spec. No.4, 5				
5	Providing and laying lean concrete 1:3:6 (1SR cement: 3 sand: 6 Crushed stone, including formwork and its removal, leveling, compacting and curing; complete as per drawings, and instructions of Engineer.	CFT	5,310		
6	Providing and laying Cement concrete 1:3:6 cast in situ wall at periphery under plinth beam and steps etc, including cost of water-tight formwork & its removal, consolidation, curing, etc. complete in all respect.	CFT	375		
7	Providing and laying reinforced cement concrete 4000 PSI cylindrical strength in following sub-structures using sulphate resistant cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork , vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
	a) Foundation / Raft using with (S.R.C)	CFT	18,650		

	b) Plinth beams with (S.R.C)	CFT	230		
	c) Slab, projections & pardi with (O.P.C)	CFT	4,900		
	d) Beams with (O.P.C)	CFT	635		
	e) Stair Case with (O.P.C)	CFT	250		
	Providing and laying reinforced cement concrete 5000 PSI cylindrical strength in following sub-structures using sulphate resistant cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork , vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
	a) Retaining Walls with (S.R.C)	CFT	6,800		
	b) Lift & Share Walls with (S.R.C)	CFT	505		
	c) Columns (S.R.C) with (S.R.C)	CFT	1,200		
	Reinforcement				
	Ref. Spec. No.6				
	Providing, cutting, bending and binding high tensile deformed billet steel round bars (60,000 psi) conforming to ASTM 615 including the cost of binding wire, wastages, chairs, spacers block, hoisting and placing in position and such over laps as are not shown over the drawing, etc; at any level and any height complete in all respect as per drawings and instructions/ approval of the Engineer.	TONNE	81		
	Provide and lay 1.2 mm thick (min) Preformed water proofing membrane supplied by Fosroc, Master, Sika or by others as per manufacturers specifications, complete in all respect, as per drawings and instructions of the Site Engineer or the Engineers representative.	SFT	13,800		
	Providing and applying Waterproofing treatment at external plaster at Walls with bitumen (hycarb asphalt 10-20) in two coats over a coat of primer (total weight of bitumen @ 50 lbs / 100 sft). 1st coat to be applied at least 24 hours after primer and 2nd coat to be applied at least 4 hours after 1st coat.	SFT	9,500		
		Total Basement Floor			
					(Rs.)

	<u>GROUND FLOOR</u>				
2.1	Providing and laying reinforced cement concrete 4000 PSI cylindrical strength in following superstructures using ordinary Portland cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork, vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
b	Beams & lintels (O.P.C)	CFT	2,050		
c	Slab, projections & pardi (O.P.C)	CFT	5,220		
d	Stair case (O.P.C)	CFT	250		
	Providing and laying reinforced cement concrete 5000 PSI cylindrical strength in following sub-structures using sulphate resistant cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork , vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
	a) Lift & Share Walls with (S.R.C)	CFT	300		
	b) Columns (S.R.C) with (S.R.C)	CFT	1,330		
	<u>Reinforcement</u>				
	Ref. Spec. No.6				
2.2	Providing, cutting, bending and binding high tensile deformed billet steel round bars (60,000 psi) conforming to ASTM 615 including the cost of binding wire, wastages, chairs, spacers block, hoisting and placing in position and such over laps as are not shown over the drawing, etc; at any level and any height complete in all respect as per drawings and instructions/ approval of the Engineer.	TONNE	23		
1	Partition				
	Brick masonry				
	Ref. Spec. No.7				

1.1	Providing and laying first class well burnt brick masonry in super structure laid in 1:4 cement sand mortar including staging, raking out joints, scaffolding, curing, drilling for wall ties in RCC columns and walls where required & D.P.C etc., complete as shown on drawings and/or as directed by the Engineer.				
i)	9" thick or above	CFT	3,030		
ii)	4-1/2" thick	SFT	860		
			Total Ground Floor (Rs.)		
<u>FIRST FLOOR</u>					
3.1	Providing and laying reinforced cement concrete 4000 PSI cylindrical strength in following superstructures using ordinary Portland cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork, vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
b	Beams & lintels (O.P.C)	CFT	2,475		
c	Slab, projections & pardi (O.P.C)	CFT	5,220		
d	Staircase (O.P.C)	CFT	250		
e	Staircase Tower Columns, Beams & Slab (O.P.C)	CFT	1,050		
f	RCC Ribs (O.P.C)	CFT	150		
	Providing and laying reinforced cement concrete 5000 PSI cylindrical strength in following sub-structures using sulphate resistant cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork , vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
a)	Lift & Share Walls with (S.R.C)	CFT	300		
b)	Columns (S.R.C) with (S.R.C)	CFT	1305		

	Reinforcement				
	Ref. Spec. No.6				
3.2	Providing, cutting, bending and binding high tensile deformed billet steel round bars (60,000 psi) conforming to ASTM 615 including the cost of binding wire, wastages, chairs, spacers block, hoisting and placing in position and such over laps as are not shown over the drawing, etc; at any level and any height complete in all respect as per drawings and instructions/ approval of the Engineer.	TONNE	27		
1	Partition				
	Brick Masonry				
	Ref. Spec. No.7				
1.1	Providing and laying first class well burnt brick masonry in super structure laid in 1:4 cement sand mortar including staging, raking out joints, scaffolding, curing, drilling for wall ties in RCC columns and walls where required & D.P.C etc., complete as shown on drawings and/or as directed by the Engineer.				
i)	9" thick or above	CFT	4,050		
ii)	4-1/2" thick	SFT	750		
		Total First Floor (Rs.)			

<u>SECOND FLOOR</u>					
3.1	Providing and laying reinforced cement concrete 4000 PSI cylindrical strength in following superstructures using ordinary Portland cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork, vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
b	Beams & lintels (O.P.C)	CFT	415		
c	Slab, projections & pardi (O.P.C)	CFT	1,050		
d	Staircase (O.P.C)	CFT	150		
e	Staircase Tower Columns, Beams & Slab (O.P.C)	CFT	300		
f	RCC Ribs (O.P.C)	CFT	150		
	Providing and laying reinforced cement concrete 5000 PSI cylindrical strength in following sub-structures using sulphate resistant cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork , vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
	a) Lift & Share Walls with (S.R.C)	CFT	250		
	b) Columns (S.R.C) with (S.R.C)	CFT	390		
	<u>Reinforcement</u>				
	Ref. Spec. No.6				
3.2	Providing, cutting, bending and binding high tensile deformed billet steel round bars (60,000 psi) conforming to ASTM 615 including the cost of binding wire, wastages, chairs, spacers block, hoisting and placing in position and such over laps as are not shown over the drawing, etc; at any level and any height complete in all respect as per drawings and instructions/ approval of the Engineer.	TONNE	6		

1	Partition				
	Brick Masonry				
	Ref. Spec. No.7				
1.1	Providing and laying first class well burnt brick masonry in super structure laid in 1:4 cement sand mortar including staging, raking out joints, scaffolding, curing, drilling for wall ties in RCC columns and walls where required & D.P.C etc., complete as shown on drawings and/or as directed by the Engineer.				
i)	9" thick or above	CFT	1,705		
ii)	4-1/2" thick	SFT	100		
ii)	4-1/2" thick (For Roof Parapet)	SFT	2,150		
		Total Second Floor (Rs.)			
	<u>Underground Tank:</u>				
	Providing and laying reinforced cement concrete 4000 PSI cylindrical strength in following sub-structures using sulphate resistant cement, crushed graded stone 3/4" and down gauge including mixing, transporting, hoisting, placing in position in steel formwork , vibrating, curing, removal of formwork etc; complete as per drawings, instructions of the Engineer (excluding the cost of reinforcement).				
	a) U, G, Tank (Walls) with (S.R.C)	CFT	75		
	b) Top Slab Concrete with (S.R.C)	CFT	130		
	Providing, cutting, bending and binding high tensile deformed billet steel round bars (60,000 psi) conforming to ASTM 615 including the cost of binding wire, wastages, chairs, spacers block, hoisting and placing in position and such over laps as are not shown over the drawing, etc; at any level and any height complete in all respect as per drawings and instructions/ approval of the Engineer.	TONNE	1		

Providing and applying waterproof 1:4 cement sand flooring / plaster finished with cement niru, mixed with pudlo at 5 lbs. per bag of cement to internal side including 1:4 base coat. Curing ,making chambered edges scaffolding, hacking of existing surface for bonding where necessary, as per drawings and instructions of the Engineer. etc. complete in all respect. flooring in slope minimum 1 1/2" thick base + 3/4" thick water proof final coat	SFT	440		
Plaster on walls minimum 3/4" thick base coat + 3/4 " thick water proof final coat	SFT	455		
Providing and applying plaster to external vertical surface before waterproofing in 1:4 cement sand mortar, minimum 3/4" thick smooth finished including curing, scaffolding :hacking of existing surface for bonding where necessary, complete in all respect .	SFT	455		
Providing and applying Waterproofing treatment at external plaster at Walls with bitumen (hycarb asphalt 10-20) in two coats over a coat of primer (total weight of bitumen @ 50 lbs / 100 sft). 1st coat to be applied at least 24 hours after primer and 2nd coat to be applied at least 4 hours after 1st coat.	SFT	455		
Providing and fixing 1" dia. 14 SWG stainless steel pipes rungs embedded into walls @12" c/c . Refer to Drawings	NOS	6		
Providing and fixing PVC water stopper including placing in position complete in all respect as per drawings and instructions/ approval of the Engineer.	RFT	30		
	Total For Under Ground Tank Rs.			

**NATIONAL BANK OF PAKISTAN
CONSTRUCTION OF NATIONAL BANK BRANCH
Main Branch and Regional Office Building Mirpurkhas
TOTAL COVERED AREA: 26,962 SFT (Approx.)**

ELECTRICAL WORKS

BOQ

S.No	Description of Work	Quantity	Unit	Rate	Amount
1.1	Supply & Installation of following sizes of conduits with all accessories, clipped to the surface or concealed in building fabric or to be laid in floor including cutting /excavation & back filling, complete in all respect. Make; Jeddah/ Galco				
a)	PVC pipe 50 mm dia	20	Mtr		
b)	PVC pipe 38 mm dia	20	Mtr		
c)	PVC pipe 32 mm dia	50	Mtr		
d)	PVC pipe 25 mm dia	1000	Mtr		
e)	PVC pipe 20 mm dia	5000	Mtr		
	Total amount Rs				

**NATIONAL BANK OF PAKISTAN
CONSTRUCTION (Grey Structure) OF NATIONAL BANK BRANCH**

**Main Branch and Regional Office Building Mirpurkhas
TOTAL COVERED AREA: 26,962 SFT (Approx.)**

**B- DEMOLISHING & REMOVING WORK
BOQ**

S.No	Description of Work	QTY	Unit	Rate	Amount
	Demolition Works				
	Demolition of old structure of NBP branch Building including Roof of any type, beam, column, wall, floor, foundation from its base (RCC / Load Bearing etc.), excavation and dewatering, if required. All the material i.e. steel, steel grills, steel doors, Aluminum door, Aluminum windows, all types of partitions, wooden doors, wooden windows, pipes of any type, sanitary items, hard ware, electric fitting fixture and wiring, bricks, tiles and all the debris etc, if available at site, will be the property of the contractor. Where useable material is sold off or taken possession by contractor and amount be paid to Bank or deducted from project cost. Strongroom doors (2 Nos.) Ac Units and gensets of all type will be property of Bank and contractor will be responsible to handover all these material to concerned Branch Manager at the place required by the Bank and the contractor will bear the shifting / removing etc. The contractor will be the sole responsible and pay or rectify the damages, if any occur to the adjacent buildings / property / movable or immovable / damage to any creature (Human or Animal) during the demolition of NBP building. The contractor will remove all the demolished material from site to out of Municipal limits and level the site with the existing road level in all respects, Bank will not pay any payment against demolishing & removing work.	1	Job		

	Term and Conditions (Demolition Work)				
	1. Debris will be removed on daily basis from the site and contractor will also handle / coordinate all the matter with the concern Civil agencies and will also be responsible for any payments of challans, if any.				
	2. The time limit for complete demolition / removing of debris from site and handover the site after complete cleaning and leveling of site with existing road level.				
	3. The contractor should work in the Bank's premises and should not disturb locality / property surrounded with Bank premises.				
	4. The contractor should also deal with local Gas Company, Telephone Department and electricity Department of the area for shifting of Gas line, telephone line and electric cable matter at his own cost, if the matter arises at site.				
	5. The contractor shall cut and remove all the bushes from site and remove the debris out of Municipal limit.				
	6. Demolition will be carried out from top to bottom and any injury / deads etc any person or creature will be sole responsibility of contractor.				
	7. Any damage to adjacent structure will be sole responsibility of contractor. Special attention should be paid while demolishing special structure/s under the direct guidance of the consultant.				
		Less Total Cost of Demolition Works			