

TENDER NOTICE FOR D-SCALING OF CHILLERS AT EXPO CENTRE LAHORE

Pakistan Expo Centres Private Limited intends to invite sealed bids from eligible Contractors, licensed by the Pakistan Engineering Council in category C-6 or higher and who are registered with Income Tax and Sales Tax Departments, in specialization of ME01 (HVAC). The Operative Rule / Regulations for the instant procurement shall be PPRA Rules 2004.

TERMS & CONDITIONS

1. The bids submitted after the closing date and time shall be rejected and returned without being opened.
2. Single stage two envelope procedure will be adopted as per sub rule (b) of rule 36 of PPRA rules 2004.
3. Sealed tender documents must reach the office no later than **11:00 AM, June 01, 2022**, and submittals will be opened in the presence of bidders or their authorized representatives at **11:30 AM** on the same day.
4. Financial bids will be opened only of technically compliant bidders at the given date and time. The time and date of the announcement of technical evaluation shall be indicated and informed at the time of opening of the technical bid.
5. Information provided by the bidders, if found to be incomplete/false at any stage, may result in immediate disqualification.
6. The advertisement and TOR's can be downloaded from the website of PPRA (www.ppra.org.pk) and from the website of PECPL (www.pakexcel.com) or can be collected from below mentioned office address during the office hours by payment of PKR. 1,000/-.

For Information & Submission

Procurement Department

Pakistan Expo Centres Private Limited

1-A Johar Town, Expo Centre Lahore. Ph # 042 3529 8005-7, Fax # 042 3529 8004

Email: procurementcommittee@pakexcel.com, www.pakexcel.com



Pakistan Expo Centres Private Limited.



**BIDDING DOCUMENTS
FOR
DESCALING OF CHILLERS AND COOLING TOWERS
AT
EXPO CENTER, LAHORE**

May 2022

**PAKISTAN EXPO CENTRES PVT. LTD.
EXPO CENTRE, LAHORE
1-A, JOHAR TOWN
LAHORE**

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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

Date: 13.05.2022

Pakistan Expo Centres Pvt. Limited, a corporate entity with the shareholdings of Federal Government and Provincial Governments, invites sealed bids from eligible Contractors, licensed by the Pakistan Engineering Council in category C-6 or higher and who are registered with Income Tax and Sales Tax Departments, for “Descaling of Chillers and Cooling Towers at Expo Centre, Lahore”.

Bidding Documents, containing 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. are available for the interested bidders at the Office of the Employer, at Expo Centre Lahore, 1-A, Johar Town, Lahore upon payment of fee of Rs. 1,000/- (one thousand only). Bidding Documents can also be downloaded free of cost from www.pakexcel.com.

The bids prepared in accordance with the instructions in the bidding documents, must reach at the office of Mr. Mutahir Bilal, AM Procurement at Expo Centre Lahore, 1-A, Johar Town, Lahore at or before 1100 hours, on June 01, 2022. Bids will be opened at 1130 hours on the same day. This advertisement is also available on PPRA website at www.ppra.org.pk.

Pakistan Expo Canters Pvt. Ltd.
1-A, Johar Town, Lahore
Phone: 042 3529 8005-7
Email: procurementcommittee@pakexcel.com

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

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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

- 2.1 The Employer has applied for/received a loan/credit from the source (s) indicated in the Bidding Data in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified / enlisted with the Employer.

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.
1. Instructions to Bidders.
 2. Bidding Data.
 3. General Conditions of Contract, Part-I (GCC).
 4. Particular Conditions of Contract, Part-II (PCC).
 5. Specifications – Special Provisions.
 6. Specifications - Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 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 prequalification, and continue to meet the minimum criteria set out in the prequalification 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 prequalification;
- (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-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K 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:

- (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 in Appendix-B to Bid. 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 initialled 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 initialled 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, but including competitively priced Daywork; 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, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

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, interalia, 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-L 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 bid 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

A - GENERAL

1 Scope of Bid

1.1 Name and address of the Employer:

Pakistan Expo Centres Pvt. Limited
1-A, Johar Twon, Lahore Phone No:
Email: _____

Name of the Project & Summary of the Works:

Name of Project

Expo Centre, Lahore

Summary of the Works:

Descaling of Chillers and Cooling Towers at Expo Centre, Lahore as detailed below:

1. KAWASAKI Absorption Chillers (Total 12 No.):

- a) 260 Ton 06 No.
- b) 300 Ton 03 No.
- c) 320 Ton 03 No.

2. Cooling Towers SHINWA JAPAN cross flow square type (Total 12 No.):

- a) Double Cell, 9 No.
- b) Tripple Cell, 03 No.

These Bidding Documents are being issued only for the works stated above based on Single Stage Two Envelope Bidding Procedure. The detailed scope of the Works has been delineated under other parts of the Bidding Documents.

2 Source of Funds

All payments shall be made in Pak Rupees through Employer.

3. Eligible Bidders

The text of Sub-Clause 1B 3.1 is substituted by the following and Sub-Clause 1B 3.2 is added thereafter:

- 3.1 “This Invitation to Bid is open to all Bidders meeting the following requirements:
- a) The Bidder (single entity) shall be duly licensed by the Pakistan Engineering Council (PEC) in category C-6 or higher with field of specialization having code ME01 (HVAC). In case validity of licence has expired, the Bidder must have applied for renewal of licence before submission of its Bid. However, the Bidder will be bound to provide a valid PEC Certificate before issuance of Letter of Acceptance (LoA);
 - b) The Bidder (single entity) shall be registered with Income Tax and Sales Tax Departments and must be on Active Taxpayer List of the Federal Board of Revenue at the time of submission of its Bid;
 - c) A firm (Bidder) shall not be eligible to participate in this bidding process while under temporary suspension or debarment/blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by PPRA on its website);

4. One Bid per Bidder

- 4.1 Each bidder shall submit only one bid by himself only as single entity.

B – BIDDING DOCUMENTS**7 Contents of Bidding Documents**

- 7.1 The Bidding Documents enumerated in Sub-Clause 1B 7.1 are substituted by the following
- Invitation to Bid
 - Instructions to Bidders (IB)
 - Bidding Data (BD) together with Annexure-1 to Bidding Data
 - Forms of Technical Bid & Price Bid and Appendices to Bid
 - Forms
 - Performance Security
 - Contract Agreement
 - Mobilization Advance Guarantee/Bond
 - Condition of Contract
 - Technical Specifications

8 Clarification of Bidding Documents

8.1 Time Limit for Clarification:

Second sentence of first paragraph is substituted as under:

“No request for clarification(s) will be entertained if received by the Employer later than 07 (seven) days prior to the deadline for submission of Bids. The Employer’s response will be made not later than three (03) days prior to the deadline for submission of Bid.

Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in deadline for submission of Bids”.

C – PREPARATION OF BIDS

10.1 Language of Bid

English

11 Documents Accompanying the Bid

11.1 The Text of Sub-Clause IB.11.1 is substituted by the following:

“The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, each containing the documents listed here under, both envelopes enclosed together in one outer single envelope”.

Technical Bid

- (a) Duly filled-in Form of Technical Bid;
- (b) Acceptable Bid Security;
- (c) Written power of attorney, duly notarized, authorizing the signatory of the Bid to act for and on behalf of the Bidder;
- (d) Duly filled-in all Appendices to Bid except Appendix-B to Bid (Bill of Quantities), along with all requisite attachments/supporting satisfactorily authentic documentary evidences;
- (e) Other documents required to be submitted as stated in Eligibility and Qualification Criteria and Bidder’s Qualification Forms; and
- (f) Any other documents required to be submitted with Technical Bid in accordance with these Bidding Documents;

The Bidder shall submit sufficient details to demonstrate the adequacy of the Bid in meeting requirements for timely completion of the Works.

Price Bid

- (a) Duly filled-in Form of Price Bid;
- (b) Duly filled-in Appendix-B to Bid (Bill of Quantities); and
- (c) Any other documents required to be submitted with Price Bid in accordance with these Bidding Documents”.

11.2 Clause 11.2 is deleted

12 Bid Prices

12.3 Second paragraph of the sub-clause is deleted.

12.4 Sub-Clause is deleted.

13 Currencies of Bid and payment

13.1 The text of Sub-Clause IB 13.1 is substituted by the following:

“The unit rates and the prices shall be quoted by the Bidder entirely in Pak Rupees..”

13.2 The text of Sub-Clause IB 13.2 is deleted in its entirety

14 Bid Validity

14.1 Period of Bid Validity:

90 Calendar days

15 Bid Security

15.1 Amount of Bid Security:

The Bid Security shall be a Lump-sum amount of Rs. 50,000/- (Fifty Thousand only)

15.2 The text of sub-Clause IB 15.2 is substituted by the following:

The Bid Security shall be in the shape of Call Deposit Receipt (CDR) or a Bank Guarantee on the prescribed form issued by a Scheduled Bank in Pakistan in favor of the Employer, valid for a period of 28 days beyond the Bid validity date.

Following Sub-Clauses are added after Sub-Clause IB 15.6

- 15.7 At the end of the evaluation of the Technical Bids, the Employer will return Bid Securities of the Bidders along with Price Bids, whose Technical Bids have been declared non-responsive to the requirements of the Bidding Documents.
- 15.8 In case of annulment, Bid Securities and Price Bids, if not yet opened, shall be returned to the Bidders as promptly as possible, but not later than 28 days after the annulment.”

16 Alternate Proposals by Bidder

The text of Clause IB 16 is deleted in its entirety.

17 Pre-Bid Meeting

- 17.1 The text of Clause IB 17 is deleted in its entirety.

18 Format and Signing of Bid

- 18.4 The text of Sub-Clause IB.18.4 is substituted by the following:

“The Bidder shall prepare by filling out the forms completely and without alterations one original of the Technical Bid and one original of the Price Bid as described in Sub-Clause 11.1 hereof and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit two (02) copies of Technical Bid and Price Bid, clearly marked as “COPY of TECHNICAL BID” and “COPY of PRICE BID”. In the event of any discrepancy between the original and the copies, the original shall prevail.

D – SUBMISSION OF BIDS

19 Sealing and Marking of Bids

- 19.1 The text of Sub-Clause IB.19.1 is substituted by the following:

“The Technical Bid and Price Bid (comprising the relevant documents as stated under Sub-Clause 11.1 hereof) shall be prepared separately. The ORIGINAL and each COPY of Technical Bid shall be sealed in one envelope marked as such. Similarly, the ORIGINAL and each COPY of the Price Bid shall be sealed in another envelope and marked as such. The outer envelope comprising both ‘Technical Bid’ and ‘Price Bid’ shall be addressed/identified as given in Sub- clause 19.2 hereof.

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

Pakistan Expo Centres Pvt. Limited
Expo Centre
1-A, Johar Town, Lahore
Telephone No. 042 3529 8005-7
E-mail: procurementcommittee@pakexcel.com

19.2(b) Name and Number of the Contract:

Descaling of Chillers and Cooling Towers at Expo Centre, Lahore

19.2 Para (c) of Sub-Clause IB 19.2 is substituted by the following:

“The outer envelope and the inner envelope containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bids, in accordance with Sub-Clause 23.1 hereof. The envelope containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with Sub-Clause 23.7 hereof.

20 Deadline for Submission of Bids

20.1(a) Time: 11:00 Am
Date: June 01, 2022

E. BID OPENING AND EVALUATION

23 Bid Opening

The text of Clause IB.23 is substituted by the following:

“23.1 The Employer will open the Technical 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 herein. The bidders’ representatives who are present shall sign a register evidencing their attendance.

Venue: Admin Block
Expo Centre
Lahore

Time: 11:30 Am
Date: June 01, 2022

The Price Bids shall remain unopened and will be held in custody of the Employer until the time of their opening.

23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with Sub-Clause 23.1 hereof. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with Sub-Clause 23.1 hereof.
- 23.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) any other details as the Employer may consider appropriate.
- Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. The Form of Technical Bid shall be initialed by the nominated representatives of the Employer attending the Bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with Sub-Clause IB.21.1.
- 23.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification.
- 23.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders whose Technical Bids have been declared substantially responsive, to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 23.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened.
- 23.9 The Employer shall conduct the opening of Price Bids of all Bidders whose Technical Bids were declared substantially responsive, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall sign a register evidencing their attendance.

23.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts/premium;
- (d) presence of Bid Security; and
- (e) any other details as the Employer may consider appropriate.

Only Price Bids and discounts/premium read out and recorded during the opening of Price Bids shall be considered for evaluation. The Form of Price Bid and Summary of Bill of Quantities shall be initialed by the nominated representatives of the Employer attending the Bid opening. No Bid shall be rejected at the opening of Price Bids.

23.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, any discounts/premium, and presence of Bid Security.”

25. Clarification of Bids

25.1 Following paragraph is added at the end of Sub-Clause IB.25.1:

“The Employer may, at his discretion, ask any Bidder for confirmation/submission of missing information to clarify its Bid. However, the Employer does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Bid. The Employer may reject any Bid as non-responsive if found materially incomplete, obscure, irregular or omits any material information required to be submitted in accordance with these Bidding Documents. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.”

Following Sub-Clause is added at the end of Sub-Clause IB.25.1:

“25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, the Employer may proceed with the evaluation based on the information submitted in the Bid.”

26 Examination of Bids and Determination of Responsiveness

26.1 The text of Sub-Clause IB.26.1 is substituted with the following:

“The Employer will determine whether each Technical/Price Bid is substantially responsive to the requirements of the Bidding Documents.”

26.2 The text of Sub-Clause IB.26.2 is substituted with the following:

“A substantially responsive Technical Bid is one which (i) meets the eligibility and qualification criteria delineated under Annexure-1 to Bidding Data; (ii) is accompanied by the required Bid Security (iii) has been properly signed; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

The Employer shall first examine eligibility and qualification of the Bidders. The Bidders who will not meet the eligibility and qualification criteria, shall be held non-responsive and their Technical Bids shall not be further evaluated.

A substantially responsive Price Bid is one which (i) has been properly signed; and (ii) 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.

Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder."

F-AWARD OF CONTRACT

29 Award

29.2 First paragraph of Sub-Clause IB.29.2 is substituted with the following:

"The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in subcontractors' or Bidder's capacities, may require the subcontractors or Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already declared substantially responsive."

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

30.1 Following new paragraph is added at the end of this Sub-Clause:

Besides above, the Employer reserves the right to reject any Bid on the accounts including but not limited to the following:

- a) If at any time, it is found that a material misrepresentation of facts is made or the information submitted by the Bidder concerning his qualification was false or materially inaccurate or incomplete;

32 Performance Security

32.1 The text of Sub-Clause IB.32.1 is substituted with the following:

The successful Bidder shall furnish Performance Security for an amount equal to 5% of Contract Price stated in the "Letter of Acceptance", against unconditional and irrevocable Bank Guarantee from Schedule Bank in Pakistan within a period of 14 days after receipt of Letter of Acceptance.

33 Signing of Contract Agreement

The text of Clause IB.33 is substituted with the following:

Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the successful Bidder shall depute its representative duly authorized for formal signing of the Contract Agreement which is provided in the Bidding Documents.

Eligibility and Qualification Criteria

1. General

This Annexure contains Eligibility and Qualification Criteria that the Employer shall use to evaluate Bids and qualify Bidders in accordance with Clauses IB.26 of Instructions to Bidders read in conjunction with Bidding Data. The Bidder shall provide all the information requested in the relevant forms contained in Bidder's Qualification Forms provided hereof.

2. Criteria

Eligibility and Qualification Criteria described here below must be met by the legal entity of the Bidder.

2.1 Eligibility

Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 PEC License

License by Pakistan Engineering Council (PEC) in accordance with paragraph (a) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	not applicable	not applicable	PEC License. In case validity of license has expired, application for renewal of license along with fee receipt of renewal shall be submitted.
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2.1.2 Firm's Tax Registration

Requirement of firm on Active Taxpayer List (ATL) of FBR in accordance with paragraph (b) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	not applicable	not applicable	Extracts of ATL
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2.1.3 Debarment/Blacklisting

Not having been debarred/blacklisted by the Employer, any Government/ Semi Government/Public Departments of Islamic Republic of Pakistan as described in paragraph (c) of Sub-Clause 3.1 of Bidding Data.	must meet requirement	not applicable	not applicable	not applicable	Form of Technical Bid
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Criteria		Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.2 Joint Venture

Requirement of percentage of share of participating firms in this bidding as a JV as described in paragraph (g) of Sub-Clause 11.2 of Bidding Data	not applicable	not applicable	not applicable	not applicable	not applicable
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2.3 One Bid per Bidder

One Bid per Bidder in accordance with Clause IB.4 of Instructions to Bidders	must meet requirement	not applicable	not applicable	not applicable	Form of Technical Bid Forms ELI-1 with attachments
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2.4 Pending Litigation and Arbitration

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder’s net worth for the last year calculated as the difference between total assets and total liabilities.	must meet requirement by itself or as partner to past Joint Venture	not applicable	not applicable	not applicable	Form LIT – 1 with attachments

2.5 Experience

2.5.1 Contracts of Similar Size and Nature (completed and ongoing)

Level 1: Contracts of Similar Size and Nature (Completed and Ongoing)					
Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Execution of at least five (05) contracts of descaling of chillres/cooling towers etc. that have been successfully or substantially completed within the last five (05) years and worth exceeds Pak Rs. 01 million each.	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP-1 with attachments

Notes:

- (i) The Bidder shall submit authenticated documentary evidence which may include Letter of Acceptance/Contract Agreement, Taking Over Certificate/Completion Certificate of the Contracts being claimed under above mentioned criteria.

Bidder's Qualification Forms

Bidder's Qualification Forms

To establish its qualifications to perform the Contract in accordance with Annexure-1 to Bidding Data- Eligibility and Qualification Criteria, the Bidders shall provide all the information requested in the corresponding forms included herein.

- 1 Form ELI - 1: Bidder Information Sheet (In case of Single Entity)
- 2 Form LIT - 1: Pending Litigation and Arbitration
- 3 Form EXP - 1: Experience in Contracts of Similar Size and Nature

Note:

The information provided in the corresponding forms included herein should be substantiated with valid documentary evidences otherwise the requirement will not be considered as completed.

Form ELI - 1: Bidder Information Sheet (In case of Single Entity)

Bidder Information	
Bidder's legal name	
Bidder's year of constitution	
Bidder's legal address of Head office	
Bidder's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following documents. <ol style="list-style-type: none"> Articles of incorporation or constitution of the legal entity named above along with list of controlling shareholders, directors and legal representative. Authorization to represent the firm named above. 	

Form LIT - 1: Pending Litigation and Arbitration

Each Bidder or partner of a JV must fill in this form

Pending Litigation and Arbitration		
<p>Choose one of the following:</p> <p>No pending litigation and arbitration in accordance with Criterion 2.3 of Annexure-2 to Bidding Data (Eligibility and Qualification Criteria)</p> <p>Below is a description of all Pending litigation and arbitration in accordance with Criterion 2.3 of Annexure-2 to Bidding Data (Eligibility and Qualification Criteria)</p> <p>Net worth for the last year = Pak Rs _____ [As per Form FIN - 1]</p>		
Year	Matter in Dispute	Value of Pending Claim in Pak Rupees
Total		
Value of Pending Claim as a Percentage of Net Worth		

Form EXP – 1: Experience in Contracts of Similar Size and Nature

Each Bidder or partner of a JV must fill this form.

Fill out one (1) form per contract.

Contract of Similar Size and Nature	
Name of Firm:	
Contract No	Contract Identification
Award Date:	Completion Date:
Total Contract Amount	in Rs. _____:
Employer's name Address Telephone number Fax number E-mail	
Description of the Similarity in Accordance with Criterion 2.5.1 of Annexure-1 to Bidding Data (Eligibility and Qualification Criteria)	

FORMS OF BID AND APPENDICES TO BID

Form of Technical Bid

Descaling of Chillers and Cooling Towers at Expo Centre, Lahore

To:

AM Procurement
Pakistan Expo Centres Pvt. Ltd.
1-A, Johar Town
Lahore

Gentleman,

We, the undersigned, declare that:

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Appendices to Bid, Conditions of Contract, Specifications, Drawings, Bills of Quantities for the execution of the above-named Works, we, duly incorporated under the Laws of Islamic Republic of Pakistan, offer to execute and complete such Works and remedy any defects therein in conformity with the Appendices to Bid, Conditions of Contract, Specifications, Drawings, Bills of Quantities and Addenda;
2. Except Appendix-B to Bid (Bills of Quantities) which is enclosed with the Price Bid, all other Appendices attached hereto form part of this Technical Bid;
3. Submission of Bid Security as per requirement of the Bidding Document is mandatory to enclose with the Technical Bid:
 - a) As security for due performance of the undertakings and obligations of the Bid consisting of the Technical Bid and the Price Bid, we submit herewith a Bid Security in _____ the _____ amount _____ of _____ (_____) drawn in your favour or made payable to you and valid for a period twenty-eight (28) days beyond the Bid Validity date is enclosed with this Technical Bid;
 - b) We agree to abide by our Bid consisting of the Technical Bid and the Price Bid, for the period of 60 (Sixty) days from the deadline for submission of Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. We undertake, if our Bid consisting of the Technical Bid and the Price 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 our Bid consisting of the Technical Bid and the Price Bid, for the period of 90 (Sixty) days from the deadline for submission of Bids, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

6. The Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works;
7. We, including any Subcontractors or Suppliers for any part of the contract, are not under temporary suspension or debarred/blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan whether notified or not by PPRA on its website;
8. We are not participating as Bidders, in more than one Bid in this bidding process in accordance with Sub-Clauses 4.1 of Instructions to Bidders;
9. We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer; and
10. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

Dated this _____ day of _____ 2022

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 _____

Form of Price Bid

Descaling of Chillers and Cooling Towers at Expo Centre, Lahore

To:
AM Procurement
Pakistan Expo Centres Pvt. Ltd.
1-A, Johar Town
Lahore

Gentleman,

We, the undersigned, declare that:

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Appendices to Bid, Conditions of Contract, Specifications, Drawings, Bills of Quantities for the execution of the above-named Works, we, duly incorporated under the Laws of Islamic Republic of Pakistan, offer to execute and complete such Works and remedy any defects therein in conformity with the Appendices to Bid, Conditions of Contract, Specifications, Drawings, Bills of Quantities and Addenda for the sum of PKR _____ (Pak Rupees _____) excluding any discount offered in item 2 below or such other sum as may be ascertained in accordance with the said conditions;
2. The discounts offered and the methodology of their application are:

3. The Appendix -B to Bid (Bills of Quantities) attached hereto form part of this Price Bid;
4. The Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works;
5. We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Employer.
6. Unless and until a formal Agreement is prepared and executed, our Bid consisting of the Technical Bid and the Price Bid, together with your written acceptance thereof, shall constitute a binding contract between us; and
7. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 2022

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_____

Sub-Clauses of Conditions of Contract

- 1.1.3 Employer's Drawings, if any
As enclosed in these Bidding Documents
- 1.1.4 **The Employer** means
Pakistan Expo Centres Pvt. Limited
- 1.1.5 **The Contractor** means

- 1.1.7 **Commencement Date** means the date of issue of Employer's Notice to Commence which shall be issued within seven (07) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** 60 (Sixty) days
- 1.1.20 **Engineer**
Not Applicable
- 1.3 **Documents forming the Contract listed in the order of priority:**
The Contract Agreement
Letter of Acceptance
The completed Form of Bid
Contract Data
Conditions of Contract
The completed Schedules to Bid including Schedule of Prices
- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized Person:** Mr. Mutahir Bilal, AM Procurement, PECPL
- 3.2 **Name and address of Employer's representative:** Mr. Mutahir Bilal, AM
Procurement, PECPL
- 4.4 **Performance Security:**
Amount: 5% of Contract Value
Validity: 3 (Three months) after completion
- 5.1 **Requirements for Contractor's design (if any):**
Not Applicable

7.2 **Programme:**

Time for submission: Within seven (07) days of the Commencement Date.

Form of Programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.3 % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 **Period for remedying defects**

60 (Sixty) days

10.2 (e) **Variation procedure:**

Daywork rates as per MRS Lahore

11.1 (a) **Terms of Payments**

Payment of Contract Price shall be made in the following manners:

Eighty-five (85%) shall be paid in accordance with Clause 11.2 & 11.3 of Conditions of Contract,

Ten percent (10%) shall be paid on the date of issuance of Certificate of Completion as per Clause 8.2 of Conditions of Contract, and

Five percent (5%) shall be paid in accordance with Clause 11.4 of Conditions of Contract.

11.1 (b) **Valuation of the Works:**

Remeasurement with estimated/bid quantities in the Bill of Quantities

11.3 **Percentage of retention:** five (5%)

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:**

Not Applicable

14.2 **Amount to be recovered**

Not Applicable

15.3 **Arbitration**

Place of Arbitration: Lahore

BILL OF QUANTITIES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Bill of Quantities	F-8
2.	Bill of Quantities	F-10
	(a) Summary of Bid Prices	
	(b) Detailed Bill of Quantities	

PREAMBLE TO BILL OF QUANTITIES

1. General

- 1.1 The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Bill of Quantities shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the 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 and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Bill of Quantities. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Bill of Quantities.

5.2 Total Bid Price

The total of bid prices in the Bill of Quantities shall be entered in the Summary of Bid Prices.

6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Bill of Quantities if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilize such sums.

BILL OF QUANTITIES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
1.	Descaling of Chillers and Cooling Towers at Expo Centre, Lahore	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

Note: Quouted rates should be included all kinds of applicable government taxes.

DETAILED BILL OF QUANTITIES

Sr	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
1	D-Scaling of KAWASAKI Absorption Chillers complete in all respects. i. Open & close in/out headers of Chillers. ii. Tube Roding with Nylone brush (S.S Roding & Nylone brush provide by the vendor). iii. Chemical circulating pumps with assessories pipe, drum, Jubli clamps, flange etc. iv. By using the imported chemical V. Check and report in/out temperatures before and after scaling				
A	260 Tons	No	6		
B	300 Tons	No	3		
C	320 Tons	No	3		
2	D-Scaling of Coolling Towers SHINWA JAPAN cross flow square type complete in all respect. i. Removing of infills and wash with chemical and fitting (Change infills if required) ii. By using the imported chemical				
	Double Cell				
A	Admin Building	No	3		
B	10-A Building	No	3		
C	10-B Building	No	3		
	TRIPLE CELL				
A	Convention Centre	No	3		
Total					

Note: Quouted rates should be included all kinds of applicable government taxes.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works.

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and erection plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site

(INTEGRITY PACT)

NOT USED AS ESTIMATED COST OF WORKS IS LESS THAN RS. 10 MILLION

STANDARD FORMS

BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with address:

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-

Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum 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 bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and 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 _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

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 the 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 9, Remedying Defects, 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 defenses 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, for 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 bounded 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. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 200 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter 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 Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
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 within 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 Contract 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 the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____

_____ (Particulars of Contract), with

_____ (hereinafter called the Contractor).

AND WHEREAS the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rs. _____ Rupees _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHEREAS the Employer has asked the Contractor to furnish Guarantee to secure the advance payment for the performance of his obligations under the said Contract.

AND WHEREAS _____ (Scheduled Bank) (hereinafter called the Guarantor) at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above-mentioned Contract and if he fails, and commits default in fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

1. Signature _____

Corporate Secretary (Seal)

2. Name _____

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the

Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

1.4 Law

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

1.5 Communications

All Communications related to the Contract shall be in English language.

1.6 Statutory Obligations

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. THE EMPLOYER

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits etc.

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Engineer's/Employer's Instructions

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

2.4 Approvals

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

3.2 Engineer's/Employer's Representative

The name and address of Engineer's/Employer's Representative is given in Contract Data. However, the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

4. THE CONTRACTOR

4.1 General Obligations

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 Responsibility for Design

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are: -

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING-OVER

8.1 Completion

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor, the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of

Completion as noted, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

9. REMEDYING DEFECTS

9.1 Remediating Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or

- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labor and Contractor's Equipment, and of Materials, used.

10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.

11. **CONTRACT PRICE AND PAYMENT**

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , subject to Clause 7.4, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such

Final Payment Certificate has been jointly verified by Employer and Contractor. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

11.2 Monthly Statements

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Employer's Representative shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Employer's Representative less retention money at the rate stated in the Contract Data.

11.4 Retention

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment

Within twenty-one (21) days from the date of issuance of the Maintenance Certificate, the Contractor shall submit a final account to the Employer's Representative to verify and the Employer's Representative shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Employer's Representative, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

11.6 Currency

Payment shall be in the currency stated in the Contract Data.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer's Representative or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty-eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty-one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

After termination, the Contractor shall be entitled to payment of the unpaid

balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty-eight (28) days of the notice of termination.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty-four (84) days, either Party may then give notice of termination which shall take effect twenty-eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,

- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty-five (35) days of the notice of termination.

14. INSURANCE

14.1 Arrangements

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

14.2 Default

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Engineer's/Employer's Representative's Decision

If a dispute of any kind whatsoever arises between the Employer's Representative and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Employer's Representative, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Employer's Representative shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Employer's Representative unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the Employer's Representative or if

no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F 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 Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (b) 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 Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of Conditions of Contract

- 1.1.3 Employer's Drawings, if any
As enclosed in these Bidding Documents
- 1.1.4 **The Employer** means
Pakistan Expo Centres Pvt. Limited
- 1.1.5 **The Contractor** means

- 1.1.7 **Commencement Date** means the date of issue of Employer's Notice to Commence which shall be issued within seven (07) days of the signing of the Contract Agreement.
- 1.1.9 **Time for Completion** 60 (Sixty) days
- 1.1.20 **Engineer**
Not Applicable
- 1.3 **Documents forming the Contract listed in the order of priority:**
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
- 2.1 **Provision of Site:** On the Commencement Date
- 3.1 **Authorized Person:** Mr. Mutahir Bilal, AM Procurement, PECPL
- 3.2 **Name and address of Employer's representative:** Mr. Mutahir Bilal, AM
Procurement, PECPL
- 4.4 **Performance Security:**
Amount: 5% of Contract Value
Validity: 3 (Three months) after completion
- 5.1 **Requirements for Contractor's design (if any):**
Not Applicable

CD-2

7.2 Programme:

Time for submission: Within seven (07) days of the Commencement Date.

Form of Programme: Bar Chart

7.4 Amount payable due to failure to complete shall be 0.3 % per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 Period for remedying defects

60 (Sixty) days

10.2 (e) Variation procedure:

Daywork rates as per MRS Lahore

11.1 (a) Terms of Payments

Payment of Contract Price shall be made in the following manners:

- i) Seventy-five (85%) shall be paid in accordance with Clause 11.2 & 11.3 of Conditions of Contract,
- ii) Ten percent (10%) shall be paid on the date of issuance of Certificate of Completion as per Clause 8.2 of Conditions of Contract, and
- iii) Five percent (5%) shall be paid in accordance with Clause 11.4 of Conditions of Contract.

11.1 (b) Valuation of the Works:

Remeasurement with estimated/bid quantities in the Bill of Quantities

11.3 **Percentage of retention:** five (5%)

11.6 **Currency of payment:** Pak. Rupees

14.1 Insurances:

Not Applicable

14.2 Amount to be recovered

Not Applicable

15.3 Arbitration

Place of Arbitration: Lahore