



**Tender Documents**  
**Tender No. No. 02/2026**

**Provision & Installation of Aluminium Composite Panels at NEPRA Tower**

**National Electric Power Regulatory Authority**  
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## INVITATION FOR BIDS



National Electric Power Regulatory Authority  
(NEPRA)

NEPRA Tender No. 02/2026

### INVITATION FOR PROVISION & INSTALLATION OF ALUMINIUM COMPOSITE PANELS AT NEPRA TOWER

NEPRA, an autonomous body established through an Act of the Parliament known as 'Regulation of Generation, Transmission and Distribution of Electric Power Act 1997 (XL of 1997), invites bids from the Contractors / Firms, registered with Income Tax and Sales Tax Departments, Pakistan Engineering Council in category C6 or above and who are on Active Taxpayers List for "**Provision & Installation of Aluminium Composite Panels at NEPRA Tower**"

2. The bidding shall be conducted in line with the **Single Stage - Two Envelop procedure** prescribed under Public Procurement Rules 2004, e-Pak Procurement Regulations, 2023 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential eligible bidders registered in the EPADS.

3. The proposals, prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e. e-PADS on or before February 9, 2026 **@ 1400 hours**. The proposals will be opened on the same day at **1430** hours through EPAD. This advertisement and tender document are also available on NEPRA & PPRA websites at [www.nepra.org.pk/tenders](http://www.nepra.org.pk/tenders) and [www.ppra.org.pk](http://www.ppra.org.pk) respectively.

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## **INSTRUCTIONS TO BIDDERS**

### **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 its own resources / funds for the project.

##### **IB.3 Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements mentioned in the bidding documents and advertisement to bid:
  - a. Duly licensed by the Pakistan Engineering Council (PEC) in C-6 or above category.
  - b. Duly pre-qualified by 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. Conditions of Contract.
  4. Form of Bid & Appendices to Bid.
  5. Bill of Quantities (Appendix-D to Bid).
  6. Forms of Performance Security.
  7. Form of Contract Agreement.
  8. Specifications.
  9. 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 at least 5 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 Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the **Technical Bid** and the other **Financial Bid**. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data. Moreover, it is **mandatory** to submit the bid on **ePADs**. The bid submitted on **ePADs** **will be considered final** regardless of the hard copy submitted documents.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a Joint Venture of two (2) or more firms shall comply with the following requirements:
  - (a) In case of successful bid, the form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
  - (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 partners-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 JV Agreement 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 JV Agreement (in case of a successful bid):and
  - (e) A copy of JV Agreement shall be submitted before signing of the Contract, stating the conditions under which JV 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, and any other information necessary to permit a full appraisal of its functioning. The JV agreement shall be made part of the contract. No amendments/modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personal, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of Bidders' proposal to meet the work requirements 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.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract as per actual work carried out at site.

### **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 the 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 in the form of Pay Order, CDR or Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled

Bank in Pakistan in favor 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.
    - (iii) Furnish the required JV agreement within 7 Days of the receipt of letter of acceptance

#### **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. The technical details and financial implications involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 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 the bidding document by filling out the forms completely and without alterations of the documents comprising the bid and clearly mark them as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 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. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

#### **D. SUBMISSION OF BIDS**

#### **IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
  - (a) The Bid will be put in one sealed envelope and addressed / identified as given in Sub-Clause 19.2 hereof.
  - (b) The technical bid should comprise of documents listed in 11.1 (A) & the price bid should comprise of documents listed in 11.1 (B) which shall be placed in separate envelopes in accordance with 11.1.
- 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 submitted on **ePADs** and also 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 FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE**

**IB.23 Bid Opening**

- 23.1 The Employer will open the Technical Bids on ePADs platform in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Price will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWLS" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawals 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 IB 23.1. No envelope shall be substituted unless the corresponding.
- 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, readout, and recorded in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

**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.
- 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, its bid may be rejected.

## **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. Only substantially responsive bids shall be considered for further evaluation.
- 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. The Employer may, however, seek confirmation / clarification in writing which shall be responded in writing.

## **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 Day work; 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 therefor 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.
- 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.
- 31.4 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 7 (seven) 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 7 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 7 (seven) 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 SHEET**

## BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the provisions in the instruction to Bidder. Whenever there is conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

Reference to instruction to Bidder	Bidding Data	
IB-I	Name of the Project & Summary of the Works	
1.1	“Provision & installation of Aluminium Composite Paels at NEPRA Tower (Ground plus Seven Storey Building).	
1.1	Name and Address of Employer National Electric Power Regulatory Authority (NEPRA) NEPRA Tower, Attaturk Avenue (East), G-5/1, Islamabad.	
IB-7	Content of Bidding Documents <ul style="list-style-type: none"> <li>7.1 • Invitation for Bids.</li> <li>• Instruction to Bidders.</li> <li>• Bidding Data.</li> <li>• Form of Bid.</li> <li>• Conditions of Contract.</li> <li>• Appendices to Bid.</li> <li>• Forms of Performance Security, Contract Agreement.</li> <li>• Specifications.</li> <li>• Drawings.</li> </ul>	
IB-10	<u>Bid Language:</u> 10.1 English	
IB-11	Appendix-A to Bid	Contract Data
11.1(c)	Appendix-D to Bid	Bill of Quantities
	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-I to Bid	List of Sub-Contractors
	Appendix-J to Bid	Estimated Progress Payments
	Appendix-K to Bid	Organization Chart (Key Professional & Supervisory staff)
IB-14	<u>Bid Validity</u>	
14.1	Period of Bid Validity is 150 days after the date of Bid Opening.	
IB-15	<u>Bid Security</u>	
15.1	Amount of Bid Security is 500,000/- (Five Hundred Thousand only)	
15.2	<u>Delete the text and substitute:</u> <ul style="list-style-type: none"> <li>(a) The Bid security shall be in the form of Pay Order, CDR or Bank Guarantee issued by a schedule Bank of Pakistan (Acceptable to the Employer)</li> <li>(b) The Bid security (Original) should be <b>uploaded/ posted on ePADs</b> and <b>original bid security</b> in a <b>sealed envelope</b> must be</li> </ul>	

submitted on or before the date/ time of tender opening to the NEPRA Head Office.

IB-19 Employers address for the purpose of Bid submission:

19.2 (a) NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad.

IB-20 Deadline for submission of Bids:

20.1 As notified, the time and date for submission is at or before 1400 hrs on --- (or otherwise as notified in the letter of invitation for Bids)

IB-32 Performance Security:

32.1 Delete the text and substitute:

If the contract requires the Contractor to obtain security for his proper performance, he shall obtain and provide to the Employer such security within Seven (7) days after the receipt of the Letter of Acceptance in the form and amount stipulated below.

32.3 *Add the following sub-Para 32.2*

The Performance security shall be of an amount not less than 8% of the Contract Amount stated in the Letter of Acceptance. Such Security shall be in the form of either (a) irrevocable & acceptable bank guarantee from any scheduled Bank of Pakistan acceptable to the Employer or (b) irrevocable & acceptable bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a scheduled Bank of Pakistan. The performance security will be released after completion of the defects liability period (DLP) of 365 days as stated in the contract data.

Following clauses are added in Instruction of bidders:

IB.37 Sufficiency of Bid

Each Bidder shall be deemed to have satisfied fully, before submitting the Bid, as to all aspects of the works, correctness and sufficiency of his Bid and of rates and prices stated in the Bills of Quantities, which a rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of works.

Objections, excuses or claims made by the bidder after submission of his Bid to the Employer shall not be entertained.

IB.38 Sub-Contractors

Any Sub-Contractor is subject to the acceptance of the Employer and the Sub-Contract shall be subject to the same Conditions of Contract as the main Contract. A list, as set forth in Appendix "I" showing the name and address and credentials of each proposed sub-Contractor, the type of work to be sub-let and the reason for sub-letting shall be submitted with the Bid. Overall responsibility of all works, whether parts of it subcontracted or not, shall rest with the Bidder.

### IB.39 Taxes & Duties

The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Municipal Octoris, Levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, iqra surcharge, etc. and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his Bided price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract.

### IB.40 Insurance

The Bidder shall estimate the amounts required to be provided for all the insurances under the Contract from approved insurers, and the Bid Price shall be deemed to include all such amounts.

11.1 (A) The Bidder shall submit with its Technical Bid the following documents:

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- (d) Pending litigation information
- (e) Conditions of Contract (as filled by the Employer) (Appendix-A)
- (f) Proposed Construction Schedule (Appendix-E)
- (g) Method of Performing the Work (Appendix-F)
- (h) Availability of Critical Equipment (Appendix-G)
- (j) List of Sub-contractors (as required) (Appendix-I)
- (k) Organization Chart for Supervisory Staff (Appendix-K)
- (n) Past Performing, Current Commitment, Qualification and Experience (Appendix-N)

11.1 (B) The Bidder shall submit with its Financial Bid the following documents:

- (a) Letter of Financial Bid
- (b) Bill of Quantities (Appendix-D)
- (c) Estimated Progress Payments (Appendix-J)

## **CONDITIONS OF CONTRACT**

## 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 approved 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 / Employer's Instructions**

The Contractor shall comply with all instructions given 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. 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/ Employer's Representative**

The name and address of Engineer/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, labour, 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 seven (7) 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 having latest AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

### 5. DESIGN BY CONTRACTOR

#### 5.1 Contractor's Design

The drawings attached with the tender documents are meant to provide base line for the intended purposes. The Contractor shall carry out the structural all other designs and shall promptly submit all designs prepared by him to the Engineer/Employer. 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 tendered design and the design under this contract, 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 approval of Specifications and Drawings submitted by the Contractors.

### 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 Engineer / Employer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Engineer/Employer 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 Engineer / Employer within such period as may be prescribed by the Engineer / Employer 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

The Engineer/Employer shall, subject to prior approval of Employer, notify the Contractor when he considers that the Contractor has completed the works stating the date accordingly. Alternatively, the Engineer/Employer may notify the Contractor that the works are not ready for taking over, stating the reasons accordingly.

The Employer shall take over the works upon the issue of this notice and issue Taking Over Certificate to the Contractor. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the site. Defect Liability Period shall be as stated in the Contract Data.

## 9. REMEDYING DEFECTS

### 9.1 Remedying Defects

The Employer may at any time prior to the expiry of the period stated in the Contract Data, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not in accordance with the Contract.

The Cost of remedying defects attributable to any other cause shall be valued as a Variation. 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.

### 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.

9.3 The Contractor at his own responsibility shall arrange all hoisting and fixing equipment necessary for the satisfactory completion of work and shall make good any damage to the existing surface.

## 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

The Engineer/Employer may instruct variations.

### 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 labour 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**

Payment of the Contract price shall be made as per provisions in the Contract Data. Time to be taken by the Engineer/Employer shall be as per the Contract Data.

#### **(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;
- b) The minimum amount of interim payment certificate shall be as stated in Contract Data.
- c) The amount of retention money shall be as per Contract Data.

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

### **12. DEFAULT**

#### **12.1 Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer 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.

## 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

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Engineer's/Employer'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. 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/Employer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer/Employer, 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 Engineer/Employer 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 Engineer/Employer 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 Engineer/Employer or if no decision is given within the time set out in Sub-Clause 15.1 here above, 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/Employer 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 Appendix-L 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
- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his 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.

## 17. PRIORITY OF CONTRACT DOCUMENTS:

The priority list of contractual documents shall be as follows:

- (a) Contract Agreement;
- (b) Letter of Acceptance;

- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) Conditions of Contract;
- (f) The priced Bill of Quantities (Appendix-D to Bid);
- (h) The completed Appendices to Bid (B, C, E to L);
- (i) The Drawings;
- (j) The Specifications.

## **FORMS OF BID & APPENDICES TO BID**

**LTB-1**

**LETTER OF TECHNICAL BID**

**Date:** -----

Bid Reference No: \_\_\_\_\_  
(Name of Contract/Works)

To:

\_\_\_\_\_  
\_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following works:
- (c) Our Bid Consisting of the Technical Bid and the Price Bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit 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. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name-----

In the Capacity of-----

Signed-----

Duly authorized to sign the Bid for and on behalf of:-----

Date:-----

Address:-----

**LETTER OF FINANCIAL BID**

Date: \_\_\_\_\_

Bid Reference No: \_\_\_\_\_

(Name of Contract/Works)

To:

---

---

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding documents, including Addenda issued in accordance with instructions to Bidders (IB)9;
- b. The total price of our Bid, excluding any discounts offered in item (c) below is:
- c. The discount offered and the methodology for their application are:
- d. Our Bid shall be valid for a period of ----- days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- b. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the works.
- c. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- d. We agree to permit 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. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- e. If awarded the contract, the person named below shall act as Contractors Representative.

Name -----

In the capacity of -----

Signed -----

Duly authorized to sign the Bid for and on behalf of -----

Date -----

Address -----

**Contract Data**  
**Conditions of Contract**

<b>Sr . #</b>	<b>Description</b>	<b>Clause Conditions of Contract</b>	<b>Explanation</b>
1	Employer's name and address	2	National Electric Power Regulatory Authority (NEPRA) Ataturk Avenue (East), G-5/1, Islamabad.
2	Engineer's name and address	3.2	---as above---
3	Subcontracting	4.3	The aggregate amount of the works subcontracted shall not exceed 40% of the Contract.
4.	Amount of Performance Security	4.4	Five (5%) of Contract Amount stated in the letter of Acceptance.
5	Validity of Performance Security	4.4	Eighty-four (84) days after issuance of defect Liability Certificate.
6.	Time for furnishing the programme	7.2	Within 7 days from the date of receipt of Letter of Acceptance.
7	Shop Drawings <u>Add this sub clause</u>	5.1(a)	The contractor shall prepare shop drawings of all works prior to execution of work especially for jambs/sofit of windows/doors, below window sill, difference in elevation of existing stones and new composite panels etc.
8.	Cash Flow Estimates	7.2	Within 7 days from the date of receipt of Letter of Acceptance
9.	Time for issuance of Engineer/Employer's Notice to Commence	7.1	Within 7 days of signing of agreement by the Employer
10	Time for Commencement	7.1	From the date as notified in the Engineer/Employer's Notice to Commence
11	Time for Completion	7.1	180 days calculated from the commencement date, notified in Engineer/Employer's Notice to Commence.
12	Amount of Liquidated Damages	7.4	The rate of the Liquidated Damages (LD) shall be 0.10% of the Contract Amount. Stated in the Letter of Acceptance for every day of delay in which whole or part of the work(s) remained unfurnished subject to a maximum of 10% of the Contract Amount stated in Letter of Acceptance.
13	Taking Over Certificate	8.2	By Parts Certificates may be issued
14	Defects Liability Period	8.2	365 days calculated from the date of completion of the works certified by the Engineer/Employer.
15	Minimum amount of Interim Payment Certificate (Running Bills)	11.2 (b)	Rupees Two (02) Million Minimum

16	Retention Money and Limit of Retention Money	11.2 (c)	Five (05%) of the amount of Interim Certificate but to a maximum of Five (05%) of the Contract Price. Half of the retention money will be released on issuance of Substantial Completion Certificate 2 <sup>nd</sup> half of the retention money will be released upon issuance of final completion/ defects liability certificate
17	Time of Payment from delivery of Interim Payment Certificate to the Engineer/Employer	11.1 (a)	30 (Thirty) days.
18	<u>Add the sub-clause</u> Protection of occupants, visitors, existing works and working hours	13.3	The Contractor and his team is bound to take all safety measure to protect all NEPRA employees and visitors from any type of incident during installation work. In addition the Contractor should also take necessary measure to protect all existing works, if damaged during execution the same should be replaced with new one and all costs will be born by the Contractor. The major part of the work (drilling) shall be performed after office hours and weekends to avoid incident

## **BILL OF QUANTITIES**

### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer/Employer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer/Employer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer/Employer.
8. The Contractor is responsible for protection all existing works/property at NEPRA Towers like wall tiles, marble gola, fascia stone, floors and windows. If any of the existing constructed work got damaged/ broken/ got discoloured/faded/covered with cement mortar by the contractor during dismantling/construction work, the responsibility of redoing/rectification of the same will be at the Contractor. The Contractor shall also take care/properly cover of all windows/glasses/ marble gola/fascia stone in premises and if got damaged, replacement of the same at his own cost.

**BILL OF QUANTITIES**  
**Bill of Quantities**

Item #	DESCRIPTION	Units	Qty	Rate	Amount (PKR)
1	Removal of existing wall tiles including making arrangement for protection of all windows, glass works, officials, visitors and others. The removed stuff should also be disposed at dumping location of CDA as well as stacking of usable stone pieces at designated locations inside the building.	Sft	27000		
2	Providing, fabricating and fixing in position at any floor at any height, in approved color Anodized Aluminium U-Section facade panelling/cladding of <u>5 mm</u> thick sheets of required sizes as per design specially extruded sections, Manufacturer- Prime Aluminium /Alucobond (jaffer group)/ Akbari Cladding Engineering/ China made of equivalent specifications or any other meets the same specifications, including framing channels 2"x1"/ Brackets (where/if required in 6"x2"x1" size) in anodized aluminium of 2mm thickness @ 4' c/c both ways, fixed to existing facade walls/tiles with Brass/Stainless steel Rawal bolts (minimum 4" long) with painted MS (mild steel) plum Adjusters to achieve perfect plum and horizontal alignment. Complete in all respects as per approved design, drawing, specifications and sample/mock approved by the Engineer/Employer.	Sft	27000		
			<b>Total Amount</b>		

**Appendix-E to Bid****PROPOSED CONSTRUCTION SCHEDULE**

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

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Front Elevation	_____ days
c) Rear Elevation	_____ days
d) Eastern Elevation	_____ days
e) Western Elevation	_____ days

**Appendix-F to Bid****METHOD OF PERFORMING THE WORK**

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, Engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control / Quality assurance to be adopted including procedures to be followed for carrying out all tests required under specifications.

**Appendix-G to Bid****LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

[The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

**LIST OF MAJOR EQUIPMENT**

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

**Appendix-H to Bid****LIST OF SUBCONTRACTORS**

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

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

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
1	2

## Appendix-I to Bid

**ESTIMATED PROGRESS PAYMENTS**

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

<b>Month / Quarter/ Period</b>	<b>Amounts (1,000 Rs.)</b>
<b>1</b>	<b>2</b>
1 <sup>st</sup> Month	
2 <sup>nd</sup> Month	
3 <sup>rd</sup> Month	
4 <sup>th</sup> Month	
5 <sup>th</sup> Month	
6 <sup>th</sup> Month	
<b>Bid Price</b>	

Appendix-J to Bid

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

**Appendix-K to Bid****(INTEGRITY PACT)****DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## Appendix-L to Bid

### ELIGIBLE BIDDERS

#### 1.1. Minimum Mandatory Requirements

The firms meeting the following minimum requirements are eligible to participate

- i. Copy of Registration with Income Tax Authorities/ FBR with NTN certificate and income tax returns for the last 3 years as proof of active tax payer;
- ii. Valid Registration For The Year 2025-2026 with Pakistan Engineering Council in Category C6 or above;
- iii. An affidavit (**M-1 Form**) to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations;
- iv. Audited financial statement and/or Annual Tax Returns of last two years
- v. The bid security in the form of pay order / call deposit / demand draft equal to **Rs. 500,000/-** (Rupees Five Hundred Thousand only) is required from the intended bidders with the financial bid;
- vi. Undertaking regarding Conflict of Interest on prescribed proforma (**N-1 Form**).

#### 1.2. Qualification Criteria

- a. Qualification will be based on applicant's meeting all the following criteria regarding their general and particular furnishing experience, financial position, personnel and equipment capabilities and other relevant information as demonstrated by the applicant's responses in the prescribed qualification forms as attached to the Letter of Application.

In general:

- b. An Applicant shall be a private, public or government owned legal entity, firms or sole proprietors or any combination of them including joint ventures (JV) with the formal intent as evidenced by the letter of intent, to enter into an agreement or under an existing agreement. In the case of a JV, unless otherwise.
  - i. All parties shall be jointly & severally liable, and
  - ii. There shall be no limit on the number of partners.
- c. The eligibility criteria listed in this document shall apply to the applicant, including the parties constituting the applicant, i.e., its proposed partners, sub-contractors or suppliers or any part of the Contract including related services.
- d. An Applicant must be registered with Pakistan Engineering Council (PEC) and shall have a valid Registration Certificate in Category as mentioned in PQD.
- e. An Applicant shall submit only one application in the same prequalification process either individually or as a partner of joint venture. No Applicant can be a subcontractor while submitting an application individually or as partner of joint venture in the same qualification process.
- f. A Sub-contractor in any application may participate in more than one application, but only in that capacity.
- g. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified.

h. Qualification evaluation criteria is as follows:

Sr.#	Category	Weightage/Marks
i.	Experience Record	35
ii.	Personnel Capabilities	15
iii.	Equipment Capabilities	20
iv.	Financial Soundness	30
	<b>Total:</b>	<b>100</b>

**Note:** Qualification status shall be decided on the basis of Pass / Fail basis. The applicant must secure at least 50% score in each category.

i. The further detailed criteria for each category will be as given under each head as follows:

### 1.3. Experience:

Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a.	Projects of construction nature and complexity completed in last five years.  (Each of min. 8 M.illion Project)  No Marks are awarded for works less than specified limit.	25	<input type="checkbox"/> Marks are given of completed project of similar nature  <input type="checkbox"/> Full marks will be given for 5 or more of similar nature completed projects
b.	Projects of similar nature and complexity in-hand.  (Each of min. 8 Million Project)  No Marks are awarded for works less than specified limit.	10	<input type="checkbox"/> Five Marks each are given if the contractor has maximum of 2 project of similar nature in-hand. The project shall be satisfactorily progressing which shall be witnessed by the Employer/Client of Project, if desired.
<b>Total Marks Allowed</b>			<b>35</b>

### 1.4. Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a.	Graduate Engineer / Structure Designer	9	<input type="checkbox"/> Full Marks will be given if at least one B.Sc Engineer/ Structure Designer (professional) with 5 year or above experience is in employment of the firm. <input type="checkbox"/> Zero (0) Marks are given in case of B. Sc. Engineer / Structure Designer is not in employment of the firm.
b.	Diploma Engineer in Employment of the Firm	6	<input type="checkbox"/> Three Marks are given for each of the Associate Engineer with at least five years of experience is in employment of the firm. <input type="checkbox"/> Zero (0) Marks are given in case of Associate Engineer are not in employment of the firm.
<b>Total Marks Allocated</b>			<b>15</b>

### 1.5. Equipment Capabilities

Credit Marks shall be granted on the basis of the following criteria for various kinds of equipment relevant for the Project:

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a.	Scafolding pipes 10,000 Rft	10	<input type="checkbox"/> 8 Marks for each equipment are given if the Contractor meets the minimum requirements given in the prequalification document for each item.
b.	Drill Machine - 3 Nos.	1	<input type="checkbox"/> If the available quantity of each equipment is less than specified limit give weightage as. $8 \times (A / \text{Required Quantity})$
c.	Grinder - 2 No.	2	
d.	Aluminum ladders 4 Nos	1	
e.	Wooden Planks-20 Nos	5	

			<p>requirement full marks will be given.</p> <p>A = Available quantity of each equipment of each Item.</p> <p><input type="checkbox"/> Total Marks = (Marks Obtained/90) * 20</p>
<b>Total Marks Allocated</b>		<b>20</b>	

### 1.6. Financial Position

Credit Marks shall be awarded on the basis of the following criteria:

<b>Sr. No.</b>	<b>Description</b>	<b>Marks Assigned</b>	<b>Criteria for Marks Obtained</b>
a.	Available Bank Credit Line	5	<input type="checkbox"/> Full Marks (1.5 marks per million) are given if the available average monthly bank credit line limit is equal to 3 Million. <input type="checkbox"/> Zero (0) marks for limit less than 1 Million
b.	Working Capital in last 2 years.	5	<input type="checkbox"/> Full marks (1.5 marks per million) are given if the available average working capital for last two years is equal to 3 Million.
c.	Registration with income tax department.	5	<input type="checkbox"/> No points of all categories will be given if income tax certificate is not attached and 5 points will be added in case of valid certificate.
d.	Copy of Valid license from the related items of work.	5	<input type="checkbox"/> No points of all categories will be given if license is not attached and 5 points will be added in case of valid license.
e.	Litigation History in which Decision has been given against the firm(s)	5	<input type="checkbox"/> In case the firm is involved in any litigation, no marks will be given and 5 points will be added in case affidavit of no litigation is attached.
f.	Affidavit Blacklisting from any agency	5	<input type="checkbox"/> 5 points will be given in case affidavit by the company that it has not been black listed is attached.
<b>Total Marks Allocated</b>			<b>30</b>

### 2. EVALUATION CRITERIA

Applicants meeting the minimum requirements mentioned in Para 2.2 besides other factors shall be considered for pre-qualification. No waiver shall be given on minimum requirements of 65% technical score.

**Appendix-M to Bid****Affidavit for Non-Blacklisting of Firm*****[PRINT ON STAMP PAPER]***

Non-judicial stamp paper (with a value of Rs. 100)

Date: \_\_\_\_\_

**AFFIDAVIT**

It is hereby solemnly confirmed and declared that M/s -----, is declaring on oath that the Applicant:

- is not in *bankruptcy* or liquidation proceedings;
- has *never* been declared *ineligible/ blacklisted* by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- is not aware of any conflict of interest or potential *conflict of interest* arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- does not fall within any of the circumstances for *ineligibility* or disqualifications

(Stamp of Company)  
(Signatures of Authorized Rep)

---

Company Name**Attestation by Oath Commissioner and/or Notary Public**

**Appendix-N to Bid****CONFLICT OF INTEREST UNDERTAKING**  
**Undertaking**

I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

- i. No NEPRA official or employee has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
  - ii. No NEPRA official's or employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
  - iii. No retired or separated NEPRA official or employee, who has been retired or separated from the organization for less than two (2) years has an ownership interest in vendor's company.
  - iv. No NEPRA official or employee is contemporaneously employed or prospectively to be employed with the vendor.
  - v. Vendor hereby declares it has not and will not provide gifts or hospitality of any rupee value or any other tokens to any NEPRA official or employee to obtain or maintain a contract.
  - vi. Please note any exceptions below:
    - a. Vendor Name: \_\_\_\_\_
    - b. Vendor Phone No: \_\_\_\_\_
    - c. Conflict of Interest Disclosure:
      - i. Name and designation of NEPRA Official, employee or immediate family members with whom there may be a potential conflict of interest: \_\_\_\_\_
      - ii. Relationship to official: \_\_\_\_\_
      - iii. Interest in vendor's company: \_\_\_\_\_
      - iv. Any other information: \_\_\_\_\_
4. I certify that the information provided is true and correct by my signature below:

Name & Signature of Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

CNIC / NTN No: \_\_\_\_\_

**Witness Information:**

1. Name: \_\_\_\_\_  
CNIC No.: \_\_\_\_\_

2. Name: \_\_\_\_\_  
CNIC No.: \_\_\_\_\_

**FORMS**

**PERFORMANCE SECURITY  
CONTRACT AGREEMENT**

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

Guarantee No. \_\_\_\_\_  
 Executed on \_\_\_\_\_  
 Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Corporate Secretary (Seal)

Name \_\_\_\_\_

2. \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address

\_\_\_\_\_

Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between

(hereafter called the "Employer") of the one part and  
(hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

---

(Seal)

Signature of Employer

---

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

---

(Name, Title and Address)

Witness:

---

(Name, Title and Address)

## **SPECIFICATIONS**

## **GENERAL REQUIREMENTS**

### **GEN.1 GENERAL**

- 1.1 The General Conditions of Contract shall supersede these General Requirements.
- 1.2 The Contractor shall notify all Sub-Contractors (if any) of the provisions of the General Conditions of contract and the General Requirements of these Specifications.
- 1.3 The arrangement and divisions of these specifications is not to be construed as establishing the limits of responsibility of Sub-Trades. The Contractor is responsible for delineating the scope of Sub-Trade and coordinating all the Works.

### **GEN.2 CODES AND STANDARDS**

In general, British and American Standards have been used. In the absence of other standards being regulated by the Contract Documents, all work shall meet the requirements of the Uniform Building Code of the United States, and/or applicable American Society for testing materials (ASTM) specifications, except in cases where the Pakistani Building Code requires a higher standard. In such cases, the Pakistani Code shall govern. The Contractor may propose other international codes and standards which they normally employ on similar international work, but the same will be required to demonstrate the equivalence and suitability of substitute codes and standards.

### **GEN.3 UNITS OF MEASUREMENT**

The International System of Unit (SI)/FPS (or as mentioned in BOQ) shall be used throughout the project.

### **GEN.4 PLANT, EQUIPMENT AND TOOLS**

The Contractor shall provide at his cost modern plant equipment and ample tools satisfying the magnitude and size of this contract in strict compliance with the requirements of General Conditions of Contract.

### **GEN.5 STORAGE & HANDLING FACILITIES**

It shall be the Contractor's responsibility to arrange temporary facilities for storage of plants, equipment and all materials including temporary office etc. at his own cost. The Contractor shall pay all rentals or/and other costs connected therewith. On account shall the temporary installation conflict with any of the permanent installation.

The handling and storage of all plant equipment and material at Site shall be at the risk of the Contractor and without responsibility of the Owner.

The Contractor shall protect all material against corrosion, mechanical damage or deterioration during storage and erection on Site. The protection methods shall be to the approval of the Owner / Engineer.

The Contractor shall provide with his Tender, details of his proposals in respect of stores, laydown areas, and other such facilities and shall include all cost connected with these provisions in his Tender.

### **GEN.6 TEST LABORATORY & TESTING**

- 6.1 The Contractor shall supply and maintain complete testing equipment, apparatus, tools,

gauges, instruments, etc., sufficient for all tests to be carried out as specified in these specifications.

- 6.2 Testing, except as otherwise specified herein shall be performed by an approved testing agency as proposed by the Contractor and at no extra cost to the Owner. The Engineer may require all testing to be carried out under his supervision only.

## **GEN.7 CONSTRUCTION & CHECKING AT SITE**

The Contractor shall provide with their Tender a list of the main constructional equipment they would propose to use on Site.

The Contractor shall submit to the Engineer in due time for approval of his proposals and plans as in the method and procedure to be adopted for the temporary and permanent work/jobs involved.

The submittal of these suggestions and arrangements, and the approval thereof by the Owner / Engineers, shall not relieve the Contractor of his responsibilities and duties under the contract.

The Contractor's representative(s) on the Site or his nominated deputy is to be given full responsibility to enter into negotiations regarding points arising from the execution of the work.

The carrying out of all work included in the contract is to be supervised by a substantial number of qualified representatives of Contractor and full assistance and facilities are to be afforded by the Contractor for the Employer / Engineers, to check the execution of the work.

The Employer reserves the right to inspect all aspects of the work and but may at its discretion waive inspection on certain items, but this shall in no way absolve the Contractor from his responsibilities.

In case of night shift/working of night working, the Contractor shall provide sufficient lighting and other safety measures to the satisfaction of the Engineer and shall supply the necessary labour, materials, supervisors etc. for efficient continuation of the work.

## **GEN.8 SHOP DRAWINGS**

- 8.1 The Contractor shall submit, with sufficient promptness, copies of all shop or setting drawings and schedules required for the work(s) or which whatever have been specifically requested by the Engineer/Employer to help avoid any possible delay in the work. The Engineer/Employer will check and approve, with reasonable promptness, such schedules and drawings for conformity/ compliance with the provisions of the Contract Documents. The Contractor shall make any requisite corrections in the schedules and drawings as desired by the Engineer/Employer and resubmit further sepia and prints thereof until approved by the Engineer. The Engineer/Employer will arrange to issue copies of the approved shop drawings and schedules. The Contractor will also be responsible for making all essential copies for his own use and the use of his sub-Contractors.
- 8.2 The shop drawings shall be properly identified with the name of the project, the name of the Contractor, Supplier, etc., the date of preparation and the dates of all revisions.
- 8.3 The Contractor shall prepare and submit composite shop drawings the highlighting/defining existing and proposed work under all affected trades if and when any adjoining work required shop drawing. If the contractor installs work before coordinating with other trades so as to cause interference with work of these trades, he shall make vital changes necessary to correct the conditions without extra charges to the Owner.

- 8.4 No change shall be made by the Contractor to resubmitted shop drawings in excess of those corrections noted by the Engineer in a separate note on the shop drawings.
- 8.5 No work in the shop shall be started and no material or equipment be ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample but reasonable time, required by Engineer, for checking, correcting and rechecking will not justify a delay in time for completion of work.
- 8.6 The Contractor shall also check and verify all Site measurements wherever requested by other specialist Contractors or by Nominated or other Sub-Contractors to enable them to prepare their custom shop drawings and pass on the information with sufficient promptness as will not in any way delay the work(s.) A copy of all such information shall be given to the Engineer.

## **GEN.9      SAMPLES**

- 9.1 The Contractor shall furnish for approval, with reasonable timelines all samples as directed by the Engineer or specifically called for in these Specifications. The Engineer shall check and approve such samples promptly only for conformance with the design concept of the works and for compliance with the information given in the Contract Documents. All work shall be carried out in accordance with the samples.
- 9.2 Duplicate final approved samples, in addition to those/the ones required for the Contractor's use , shall be furnished to the Engineer/Employer, one for office use and one for the Site.
- 9.3 Samples, for approval shall be furnished as such not to delay procurement, fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 9.4 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of project, the Contractor's name and the date of submission, and the Article number of the contract specifications to which it refers.
- 9.5 The manufacturer's installation directions shall be provided with each sample.

The Contractor shall pay all procurement and transportation costs and deliver samples to the Engineer's Office, Site or testing laboratory as directed by the Engineer.

Samples will not be returned unless return is requested at the time of submission; all packing and transportation costs for the return of samples shall be paid by the Contractor.

- 9.6 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. In case of expected/possible variations in colour, texture, dimensions or other characteristics, the Contractor shall submit samples showing/mentioning the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used for/to carry out the work.
- 9.7 In order to permit coordinated selection of colors and finishes, the Contractor shall deliver samples of all interior and exterior finish items to the Engineer at one time. Samples of such materials will not be approved until all allied samples have been submitted.
- 9.8 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

- 9.9 No mechanical or electrical engineer shall have authority to approve Shop Drawings or samples unless the Engineer/Employer has notified the Contractor in Writing that such authority has been delegated by him to such engineer.
- 9.10 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum, and /or in the time frame.

## **GEN.10 PROTECTION OF THE WORKS**

Whenever needed the Contractor shall cover up and protect the works from weather and damage on his own or by engaging other workmen performing subsequent operation. He shall provide all requisite barriers and guard rails and clear away same at completion.

The Contractor shall take all precautionary measures for protection at all places of or about the work(s) to prevent any future damage to his workmen, public and traffic or property. The Contractor shall provide and maintain warning signs, warning lamps and barricades as necessary.

## **GEN.11 RESTORATION AND CLEARING**

Upon completion of the work(s), the Contractor shall restore all items covered in the contract to the satisfaction of the Engineer and the inspection committee.

The Contractor shall allow regular cleaning and disposal of sweeping (all rubbish and excess materials) that may accumulate from time to time until completion. Upon completion of the works and before handing over, the Contractor shall obliterate all signs of temporary construction facilities such as work areas, foundations of temporary structures, stockpiles or waste materials, or any other vestiges of subtraction as directed by the Engineer. The area shall be cleared, and the works and Site shall be left in a clean and satisfactory state for immediate use and occupation.

## **GEN.12 TEMPORARY FACILITIES**

The Contractor shall provide, erect/ install, maintain, alter as necessary and remove on completion or when directed by the Engineer all temporary facilities and services including access roads etc. as described herein and/or in the Contract document and/or as instructed and approved by the Engineer.

The temporary office shall be available for use not later than One month after the date of the Site handing over Installation of temporary services at the Site shall be given priority over all construction at the Site.

## **GEN.13 TEMPORARY ROADS**

The Contractor shall prepare and maintain such temporary roads as may be necessary from the Site to the nearest road and also within the plot. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the Contractor shall reduce or control any dust nuisance by spraying with water as directed. The Contractor shall satisfy himself as to the locations and nature of the proposed access routes to the Site, and shall be responsible for preventing any damage whatsoever to adjacent property and vegetation and keeping the access road free from debris at all times.

## **GEN.14 TEMPORARY SERVICES**

### **14.1 Temporary Water Supply**

The Contractor shall ensure supply/provision of sufficient potable and other water if required for construction purposes at a point within a reasonable distance from the Site. He shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of Water.

At completion of the work, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

#### **14.2 Temporary Electricity**

The Contractor shall make all the necessary arrangements for temporary electricity services, pay all expenses in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades.

Temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of governing codes. Temporary wiring shall be maintained safely and utilized so as not to pose/cause a hazard to persons or property.

At completion of work, temporary electricity services shall be removed by the Contractor at his own expense.

#### **14.3 Waste Disposal**

The Contractor shall make such temporary provisions as may be required in order to dispose of dismantled materials (existing stone dismantled from walls/other location), chemicals, fuels, oils, grease, waste and soil waste and the like without causing pollution to either the Site or the environment. Disposal of any materials, wastes, effluents, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority (Municipality) and will be subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas, the Contractor shall remove material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

#### **14.4 Fire Protection**

The Contractor shall provide and maintain adequate fire protection equipment in the form of barrels of water with bucket tanks, fire extinguishers, or other effective means of fire control. The Contractor shall follow the instructions and specifications of the Civil Defence Department.

#### **GEN.15 NIGHT WORK**

When work is required to be done at night, the Contractor shall maintain from sunset till sunrise such lights at or about his work and plant as the Engineer may deem necessary for the proper observations of work and the efficient prosecution hereof.

#### **GEN.16 WEATHER**

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured. However, no claim in extension of time shall be made or entertained on these grounds.

#### **GEN.17 ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT**

The Contractor shall comply and enforce compliance by all his Sub-Contractor with the highest

standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and regulations.

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of **persons and property on or adjacent to the Site** shall be provided by the Contractor at his own cost.

All warning signs shall be in two languages, English and Urdu and shall at all times be maintained in a clean and legible conditions, to the satisfaction of the Engineer.

Trash and site waste shall be removed at frequent intervals to the satisfaction of the Engineer.

#### **GEN.18      Working hours for Construction/Safety Measures**

The Contractor shall make all necessary safety arrangement at his own cost for protection of his employees/workers at site.

All the work will be carried out in piecemeal to protect office employees and the visitor. It is also added that the contractor should make all arrangement of visitors/office occupants from all types of accidents specially falling of materials during execution of work.

All drilling/noisy work shall be carried out on after office hours and weekends (two day weekend i.e. Saturday and Sunday).

If any of the existing constructed work got damaged/ broken by the contractor during dismantling/construction work, the responsibility of re-doing/rectification of the same will be at the Contractor. The Contractor shall also take care of all windows/glass in premises and if got damaged, replacement of the same at his own cost.

#### **GEN.19      SURVEY INSTRUMENT**

The Contractor shall maintain on Site the following surveying instruments in proper working conditions to enable the Engineer's representative to check levels and lines of the work at all times.

- a) One automatic level, 10mm reading, complete with tripod and other accessories.
- b) One leveling staff, 10 ft. long, center hinged.
- c) Two survey Umbrellas.
- d) Two measuring steel tapes calibrated, 100 feet long with a thermometer and other accessories.
- e) Two measuring steel tapes same as above but 50 ft. long.

#### **GEN.20      SETTING OUT**

- 20.1 Setting out shall be in accordance with General Conditions of Contract.
- 20.2 The Engineer will establish bench marks and/or reference lines as shown on the drawings. All other work shall be laid out from these marks and or lines.
- 20.3 Temporary pegs and other marks used in setting out shall be removed after completion of the required work.

#### **GEN.21      ENVIRONMENTAL CONSIDERATIONS.**

The Contractor shall be concerned with the impact of his work upon the environment. This applies to the effect upon the residential community, adjacent industrial facilities

and upon the area outside the Site boundary. Areas of concern will include but are not limited to:

- a) Use of clean fuels to minimize air polluting emissions.
- b) Control of other air pollutants.
- c) Recovery and recycling of usable materials.
- d) Control of vehicle noise.
- e) Control of noise from power facilities.
- f) Limitation of Vibrations.
- g) Preservation of natural land to the extent possible.
- h) Preservation of archaeological Sites.

## **GEN.22 PAYMENT OF WORK**

No payment shall be made for the works involved within the scope of this section of specification unless otherwise specifically stated in the bill of quantities.

The cost thereof shall be deemed to have been included in other items of the bill of quantities.

**ACP-1            MATERIALS**

**1.1 GENERAL**

**1.1.1 References**

The Conditions of Contract, Bill of Quantities, Drawings as may be listed in the table of contents, shall be included in and made part of this Contract.

**1.1.2 Scope of Work**

1. Furnish all labor, materials, tools, equipments and services necessary to complete all Aluminium composite panels and related components indicated on the project drawings and as specified herein.
2. The work of this section consists of the following general categories of work;
  - a) Aluminium Composite Panel (ACP) façade.
  - b) Exterior Column Covers: Rectangular and Square (if any)
3. Metal stud framing and furring as required for the support of the panel wall is to be supplied and installed under this Contract.
4. Programme and sequence of execution to be submitted and approval to be obtained prior to execution of work.

**1.1.3 Submittals**

1. Shop Drawings: Submit complete shop drawings with all engineering calculations of all work of this section for approval including large scale details of construction and showing method of installation and attachment to the building's supporting structure including anchorage, accessories, etc.
2. Submit samples of typical Aluminium composite panels, of type thickness and finish specified.
3. Submit manufacturer's certificate regarding origin and country of manufacture.
4. Submit panel manufacturer's product data, consisting of complete product description and specification.
5. Submit panel system fabricator's installation manual, indicating the procedures to be followed by the contractor / panel system installer in forming, sealing and installing the attachment system.
6. Submit furring channels for the fixing of aluminium composite panels with wall.
7. Submit methods for maintaining installed products, and precautions against cleaning materials and methods detrimental to finishes and performance.
8. Submit warranty documents specified herein.

**1.1.4 Performance**

This is a performance specification: Panel systems that are not in compliance with the required performance standards listed herein are unacceptable. Note: The listing of a product name, system, or panel system fabricator does not constitute approval unless all performance criteria are met.

1. Aluminium Composite panel shall be the product of approved manufacture only. The country of origin / manufacturing shall be China, UAE and Pakistan or any equivalent approved.

2. The contractor is required to submit the manufacture's certificate confirming the origin and country of manufacture prior to the shipment of material.
3. At the time of submission of tender the contractor is required to submit for Engineer's approval the name(s) of manufactures together with the name (s) of country of original manufacturing of the product (s) he intends to use in the works.
4. Provide a composite building panel system which has been pretested by an independent testing laboratory to provide specified resistance to air and water infiltration and structural deflection, when installed, Systems that are not pre-tested and certified by an independent laboratory prior to bid are unacceptable. The use of a panel manufacturer's generic tests reports in unacceptable; the tests must be for the specific system submitted by the panel system engineer and fabricator.
5. **Structural Deflection:** Deflection of perimeter framing members shall not exceed L/175 of span length or  $\frac{3}{4}$ " inches, whichever is less; or there shall be no permanent set in excess of 0.100 inches.

6. **Performance Test Standards:**

- a) **Static Air infiltration** (ASTM E283-84) at 10.0 psf (63.3 mph wind and 1.92" H<sub>2</sub>O). Air infiltration shall not exceed. 06 cfm per square foot for the fixed wall.
- b) **Static Water Infiltration** (ASTM E331-83) at 15.0 psf(77.5 mph wind and 2.88" H<sub>2</sub>O) wit a water spray rate of five (5) gallons per hour per square foot minimum for 15 minutes, no uncontrolled water infiltration on room side.
- c) **Structural performance** (ASTM E330) shall be tested in accordance with a design pressure of 50 psf. Deflection limitations as listed previously (1.04.B). After initial test, test at 150% of design pressure. No permanent deformation exceeding L/1000 or failure to structural members allowed.
- d) **Fire Performance Characteristics:**  
Provide test report on the panel material in accordance with the following:
  - i. ASTM-E84
  - ii. ASTM-E108, Modified
  - iii. ASTM-E162

e) **Expansion & Contraction:**

The Aluminum Composite Panel System shall be capable of withstanding expansion and contraction of components caused by a surface building temperature range from 0° C to 85° C without buckling, sealed joint failure, stress on panel system, anchors, fasteners, etc. or reduction in performance.

#### 1.1.5 Quality Assurance

1. The panel system fabricator shall be approved by the ACP manufacturer & as approved by the engineer. Provide ACP from one of the following and the origin should be same as mentioned below:
  - a) AKBARI CLADDING ENGINEEING Pakistan
  - b) PRIME ALUMINIUM Pakistan
  - c) ALUCOBOND Pakistan

**Or equivalent approved by the Engineer/Employer**

2. Panel system fabricator and contractor/panel system installer shall have as adequate experience to the satisfaction of Engineer/Employer. In the event of contrary to above, the involvement of panel manufacturer during fabrication and/or installation will be provided by contractor/panel system installer, at no additional cost to the satisfaction of Engineer/Employer.

3. The panel system fabricator will prepare the shop drawings in accordance with their standard published product data and criteria established by others. The contractor / panel system installer shall be responsible to verify the information contained therein including all dimensions.

In the interest of maintaining job schedules, the panel system fabricator will fabricate all of the materials from the approved set of shop drawings. If field verification of dimensions is required, the contractor / panel system installer shall be responsible to supply these dimensions to the panel system fabricator prior to engineering/fabricating of the materials. Discrepancies found during field verification shall be corrected by the contractor / panel system installer, at no cost, to the panel system fabricator.

#### 1.1.6 Product Delivery, Storage & Handling

1. All materials under this section shall be packaged, boxed wrapped, or otherwise protected to assure complete protection from damage during shipment.
2. Material shall be stored in interior spaces or above ground under protective and ventilated covers and protected from exposure to harmful weather conditions.
3. The contractor / panel system installer shall be responsible for proper storage and handling. Extra protective measures shall be taken to assure that panel edges are secured from damage at all times.

#### 1.1.7 COORDINATION

1. The contractor / panel system installer responsible for the work of this section shall coordinate the work of this section with work of other trades affecting. Or affected by, this work to assure the steady progress of all the work of the contract.
2. Before proceeding with installation, the contractor / panel system installer shall be required to inspect all project conditions affecting the work of this section to assure that all such conditions and work are suitable to satisfactorily receive the work of this section.

#### 1.1.8 WARRANTY

1. The Aluminium composite material manufacturer (sheet stock) will provide its standard product warranty minimum 15 years.
2. The panel system or fabricator will warrant that the system it supplies will be free from defects in materials and workmanship for a period of ten (15) years from the date of Substantial Completion of Works.

### **ACP-2. PRODUCTS**

#### 2.1 PRODUCT COMPOSITION / MATERIALS

Aluminium composite Panel is to be composed of a non-combustible mineral-filled core sandwiched between two skins of 0.5mm thick Aluminium alloy.

### **I. SCOPE**

The extent of the panel system work is indicated on the drawings and in these specifications. The work includes the design, supply, fabrication and installation of aluminium composite material (ACM)/ panel cladding with all necessary sub-structures, mechanical fixings, hardware and fittings to provide a complete installation, in total conformity with the requirements and intent of the drawings and specification herein.

Panel system requirements include composite panels with an engineered certified fixing system including matching copings, flashings, fixing hardware, shims, furring, fasteners,

gaskets and sealants, related flashing adapters, and masking (as required) for a complete watertight installation.

## **II. INSTALLER QUALITY ASSURANCE**

The fabrication and installation shall be carried out by such a specialist who has a minimum of 5 years experience in façade manufacturing and installation with aluminium composite panels and be licensed to the local building authority to do such facade construction and contracting. The specialist is to show the evidence of an accreditation certificate upon tendering.

## **III. DESIGN CRITERIA**

Cladding shall be designed and installed as a watertight cassette panel system mechanically fix and installed as individual panels as indicated by the grid layout on the architectural drawings. All sub frames, fixing and joint details shall be designed to perform to the expected structural and thermal loads and movements.

All proprietary fixings including top hats are as per manufacturer's/ distributor's specification. Each panel shall be fastened using extruded aluminium angle brackets with compatible, system engineered and approved fixing hardware. All fastening is to be concealed within the panel joints leaving the exposed panel face clean of fixings. A 12mm minimum construction joint shall be provided between all cladding panels (if required as per design/ manufacturer instruction) and elements.

All construction joints shall be sealed to conceal fixings and form a watertight seal. The sealer shall be a silicone sealant designed for ACM panel joint seal application and carry a sealant manufacturer's warranty for at least 10 years. The sealant shall be applied to the manufacturer's specification.

Any Horizontal cladding areas shall have a fall away from the vertical façade areas with a slope of 1:15 (5 degrees approx.) with the intention of avoiding water pooling.

Based on a surface gloss finish of G30 (30% according to the Gardner Scale), the panel surface shall not have any imperfections such as buckles, creases, oil canning and other surface defects when viewed at any position but not less than at an angle of 15 degrees to the true plane of the panel, with natural lighting of incident of not less than the same angle. The composite panel cladding shall be designed to meet or exceed specified performances required for the prevailing local weather conditions.

Design Wind Loading: 90MPH/m<sup>2</sup> positive and negative. No cladding element shall sustain permanent deformation or failure under loading equivalent 1.2 times the design wind pressure specified. Deflection of any aluminium frame shall not exceed 1/150 of the clear span.

Expansion and Contraction. Panels shall be fabricated and installed as to provide for all expansion and contraction of the components. Changes in temperature due to climatic conditions shall not cause harmful buckling, opening of joints, undue stress on fastening and anchors, noise of any kind or other defects.

Flatness. With a gloss of 30% according to GARDNER Scale, the cladding surface taken individually shall not have any irregularities such as oil canning, waves, buckles and other imperfections when viewed at any position but not less than at an angle of 15 degrees to the true plane of the panel, with natural lighting of incident of not less than the same angle.

## **ACP-3 MATERIAL AND FINISHES**

### **3.1 Aluminium Composite Panel**

All cladding panels shall be **5.0** mm thick aluminium composite panel comprising of a fire retardant (fr) mineral filled core. The cladding panel must meet the standard of Class B and a burning/ flaming droplets result must be d0 when tested to EN 13501-1.

Aluminium panel skin shall be 0.5mm thick 3105 alloy with a recycled content of the aluminium skin to be > 50% post-consumer material as well as > 35% secondary production fragments.

The 0.5 mm (3105-H14) aluminium skins shall also consist of a corrosion resistant primer on the inner surfaces facing the core material to prevent possible corrosion. The reverse side shall consist of a polyester base coat or a service coating to protect against corrosive environments.

### **3.2 Principal Properties**

- (a) 0.2% proof stress of aluminium skin (ASTM E8) MPa or N/mm<sup>2</sup> = 150 or greater.
- (b) Dent (impact) test by Du-pont method steel ball weight 0.30 kg at 300 mm = No greater than 0.5 mm
- (c) Tensile strength (ASTM E8) MPa or N/mm<sup>2</sup> to be 29 for 6 mm thick panel; 49 for 4 mm thick
- (d) Delamination strength (climbing drum peel test ASTM D1781) shall be 100 mmN/mm or greater.
- (e) Panel sheet weight if 4mm shall be 7.6 kg/m<sup>2</sup> or if 6mm to be 10.9 kg/m<sup>2</sup>.

### **3.3 Surface Finish**

The cladding panel face shall be factory prefinished by the ACM manufacturer with a Lumiflon-based fluorocarbon coating applied through a “Die Coating” process with a smooth, fine coating and without directional lines for solid and metallic colours. The coating finish shall have a manufacturer's warranty for 20 years and delivered with the panel warranty at completion.

The paint process shall be a factory applied three-coat system, consisting of a primer, topcoat and clear coat with a minimum thickness of 28 micron.

The paint surface is to meet the following standards;

- (a) A minimum Pencil Hardness of “H” (ASTM D3363-92a).
- (b) Salt Spray ASTM D-B117-90- 4,000 hrs - 100%
- (c) Colour retention (ASTM D 2244-93) shall achieve a maximum rating of 5 units after 4,000 hours.
- (d) Gloss retention (ASTM D 523-89) shall be a minimum of 70% after 4,000 hours.
- (e) Chalk resistance (ASTM D 4214-89) maximum rating of 8 units after 4,000 hours.

The finished surface shall be protected with a factory-applied self-adhesive peel-off protective film, tested to withstand at least 6 months exposure to local weather conditions without losing the original peel-off characteristic or causing stains or other damages.

### **3.4 Colour/ Gloss**

The surface shall consist of "Fluoro-polymer" based fluoro-carbon with finishes of metallic. Colours and gloss level on the surface finish shall be subject to the Employer's final request/ selections and as detailed in the exterior colour schedule.

**ACP-4****FIXINGS**

- 4.1 Panels and system shall be installed using fasteners, including concealed screws, nuts, bolts and others for those connecting aluminium to aluminium or aluminium to steel shall be of non- magnetic stainless steel.
- 4.2 Blind rivets used for fastening aluminium to sub-frame shall be of aluminium alloy with stainless steel mandrel.
- 4.3 All fixing anchors, brackets and similar attachments used in the erections, shall be of aluminium, non-magnetic stainless steel, zinc coated steel, or hot dip zinc galvanised steel.
- 4.4 Where two surfaces of dissimilar materials come into contact, the surfaces shall be insulated with a layer of PVC or Polyethylene tape.

**ACP-5****FABRICATION**

- 5.1 A set of shop drawings are to be submitted to the architect before fabrication seeking approval.
- 5.2 All cladding panels shall be factory-fabricated and assembled in compliance with the manufacturer's technical data sheets/ manual and such works shall be performed under experienced factory supervision and control.
- 5.3 All panels shall be machined using tools and equipment recommended and approved by the ACM sheet manufacturer. After folding into cassettes, an extruded aluminium profile shall be fixed to the minimum 25mm deep return bend using 5mm blind rivets.
- 5.4 Rivets shall be properly positioned not less than 10mm from the edge of the ACM panel, and the distance between rivets shall not exceed 500mm.
- 5.5 Fabricated corners of the panels shall be as per manufacturer's technical manual.
- 5.6 Panels shall be designed and manufactured to withstand the specified wind load. If reinforcement stiffeners are required they are to be applied in strict conformance to the manufacturer's specification. The ends of the stiffener shall be mechanically joined to the panel sub-frame and any chemical bonding process shall meet the manufacturers fabrication specification.
- 5.7 Panels shall be erected in accordance with an approved set of shop drawings.
- 5.8 Finished panels shall be stored and transported to site in vertical position, face-to-face resp. back-to-back, with adequate protection to prevent scratches and dents.
- 5.9 The factory applied protective peel-off foil shall only be removed after the panels have been installed on site.

**ACP-6****INSTALLATION**

- 6.1 Panels shall be stored on site in vertical position, face-to face resp. back-to back-, with adequate protection to prevent scratches and dents.
- 6.2 Do not install component parts that are observed to be defective, including warped, bowed, dented, scratched, and broken members.
- 6.3 Do not cut, trim, weld, or braze component parts during erection in a manner which would damage the finish, decrease strength, or result in visual imperfection or a failure in performance. Return component parts which require alteration to shop for re-fabrication, if possible, or for replacement with new parts.

- 6.4 Fixing of the cladding structure to the building structure shall be by approved methods in strict accordance to the specification and approved shop and/or erection drawing.
- 6.5 All component parts shall be installed level, true to line with uniform joints and reveals. Maximum deviation for vertical member: 3mm max. in a 5.200m run and 5mm max. in 11.00m run. Maximum deviation for horizontal members: 3mm max. in 8.500m run. Maximum offset from true alignment between the abutting members shall not exceed 1.0mm. The tolerance of the width of the joints between two panels shall be maximum 2mm.
- 6.6 Cladding panels shall be left protected by the factory applied peel-off foil as long as possible. Under no circumstances shall the peel-off foil on individual panels be partially removed and left exposed to weathering.
- 6.7 Before handing over of the completed cladding, all peel-off foil shall be removed. Panels which were exposed to weathering without peel-off foil shall be cleaned in accordance with manufacturer's recommendation.
- 6.8 A Manufacturer's Warranty shall be issued for 15 years, including the full costs of replacement / re-installation by the manufacturer if a warranty problem is to occur. This warranty is to be issued by the ACM manufacturer and not the ACM material reseller or distributor.

## **ACP-7 SURFACE FINISH**

- 7.1 The surface is to be finished with a high –performance Lumiflon-based fluorocarbon coating, and the back with wash coating or service coating. Lumiflon-based fluorocarbon paints are to be applied in manufacturer's continuous coil coating lines. The Lumiflon-based fluorocarbon coating to be complied with the "specification for coated coil for exterior building applications" issued by both the ECCA (European Coil Coating Association) and the AAMA (American Architectural Manufacturers Association).
- 7.2 The back of Panel should have polyester-based wash coating or service coating to protect it from possible corrosion problems.
- 7.3 The surface is to be protected with a self-adhesive peel –off protective film. According to weathering tests under normal outdoor conditions, the protective film will with stand six months' exposure without losing its original peel-off characteristic or causing stains or other damages.
- 7.4 Panel finish/color to be as selected by the Employer from the composite panel manufacturer's standard paint color charts, or custom color subject to limitation of minimum required quantity by panel manufacturer.

## **ACP-8 PANEL SYSTEM PERFORMANCE REQUIREMENTS**

- 8.1 The panel system is to be of a rout and return configuration utilizing a continuous Aluminium extrusion attachment system.
- 8.2 The attachment system shall allow for removal of any individual panel within the erected system for damage replacement or access to structure behind the panel, with disturbing adjacent panels. The removed panel must be put into the original tested attachment system.
- 8.3 Detail and fabricate panels to the sizes, configurations and layouts as shown on the approved shop drawings. Panel system fabricator's shop drawings will provide for

- flat panel surfaces within the tolerance and performance requirements of the panel manufacturer.
- 8.4 Fabricate all materials in accordance with the approved shop drawings. However, if field measurements are required, they will be supplied to the panel fabricator. All schedules will be based on the later occurrence, shop drawing approval or approval of field measurements.
  - 8.5 Grain pattern of anodized and metallic finished Aluminium facing sheets to run in same direction, unless otherwise specified.
  - 8.6 Panels shall be marked to coordinate with the approved shop drawings.
  - 8.7 Provide protective film on exposed panel faces and leave in place during fabrication.

## **ACP-9            EXECUTION**

### **9.1 PREPARATION**

Contractor / panel system installer shall examine all surfaces and conditions which the work of this section is to be applied and notify, in writing, of any defects which would be detrimental to proper installation and alignment of the work. No work shall be erected until all discrepancies have been resolved. Application of materials constitutes acceptance of sub-surfaces and conditions.

### **9.2 INSTALLATION**

1. Install composite metal panel system in accordance with the panel system fabricator's approved shop drawings and as illustrated in the fabricator's panel system "installation Instruction Manual".
2. Erect and securely anchor all panels plumb, level, square and true to line in accordance with approved shop drawings. Metal grain of panels to be installed in same direction on anodized and metallic finished material, unless otherwise noted on the approved shop drawings.
3. Tolerances: Maximum deviation from vertical and horizontal alignment of erected panels shall not exceed 2mm per 3600 length of any member, or 6mm in any total run in any line.
4. Use concealed fastening system of non-corrosive type fasteners as recommended by the panel systems manufacturer. These fasteners to occur under all sealant joints No exposed, visible fasteners are permitted.
5. Provide for necessary structural movement as per relevant BSI/ACI/ASTM Standards.
6. Remove Protective film from panel faces immediately upon completion of panel installation.

### **9.3 PANEL ATTACHMENT SYSTEM**

1. Attachment system includes:
  - a) Fabricated composite metal panels.
  - b) Attachment System.
  - c) Protective film one (1) side of panels.
  - d) Stud framing members required for panel systems support.
2. Attachment System to freely allow thermal movement of each panel.
  - a) Fasteners into or attached to panels are not permitted.
  - b) Metal to metal sliding joints are not permitted.
  - c) Panels to use a continuous perimeter extrusion in a rout and return configuration.
3. Designed System

The designed system is a wet sealed weather tight system without weeps. The building envelope system is such that it prevents conditioned air from reaching the interior panel surface and forming condensation.

**4. Panel Removal**

- a) Panels are to be removable from the exterior without disturbing adjacent panels and are to be reinstalled with the original installation method, so the tested performance is assured.

**5. Panel Protection**

- a) Panels to be covered with a protective film during fabrication and erection
- b) Film is to be removed immediately after panel installation.

**6. Fasteners**

- a) Fasteners exposed to atmosphere/concealed to be stainless steel equal.

**7. Installation**

- a) Panel installation to be performed by workers experienced with commercial panel installation.
- b) Sealant to be installed by the same work men as above or independent caulking contractor as required.
- c) Repair or replace damaged installed products.

**9.4 CLEAN-UP**

1. Upon completion, remove temporary coverings and protection of adjacent works areas. Clean installed products in accordance with manufacturer's instruction prior to final acceptance of work.

Remove and legally dispose off all trash and debris resulting from operations of this section.

**ACP-10                    MEASUREMENT & PAYMENT**

- 10.1 Measurement of acceptably in completed works of aluminum composite panels will be made on the basis of net actual surface area in Sft. laid in position as shown on the drawings or as directed by the Engineer. Opening of one (1) sft or more will be deducted from measurement accordingly.
- 10.2 Payment will be made for acceptable measured quantity of aluminum composite panels on the basis of unit rate per Sft. quoted in the Bill of Quantities.