



PAKISTAN SPORTS BOARD

TECHNICAL BID

BIDDING DOCUMENTS VOLUME - I

**“SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF FLOOD LIGHTS & POLES FOR PRACTICE AT
NASEER BUNDA HOCKEY STADIUM PAKISTAN SPORTS
BOARD, ISLAMABAD”**

**Single Stage Two Envelope
Tender Documents**

June 2026

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- (ii) Appendix B: Evidence of Bidder's Capability
- (iii) Appendix C: Domestic Goods (Value added in Pakistan)

Form of Bid & Schedules to Bid

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- (ii) Schedule B: Works to be Performed by Sub-Contractors
- (iii) Schedule C: Proposed Program of Works
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- Form of Contract Agreement
- Form of Performance Security
(Bank Guarantee)
- Form of Bank Guarantee for Advance Payment

SPECIFICATIONS - SPECIAL PROVISIONS

SPECIFICATIONS - TECHNICAL PROVISIONS (Separate Volume-III)

INSTRUCTIONS TO BIDDERS


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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

The Director General, Pakistan Sports Board (PSB) (hereinafter called the "Employer") wishes to receive Bids on for the scope of work which includes, but shall not be limited to:

Supply, Installation, Testing & Commissioning of Flood Lights and Poles for Practice Matches at Naseer Bunda Hockey Stadium Pakistan Sports Board, Islamabad".

The Works to be executed under this Contract comprise of Supply, Installation, Testing & Commissioning of Flood Lights and Poles for Practice Matches at Naseer Bunda Hockey Stadium Pakistan Sports Board, Islamabad". Following the execution and completion of the above-stated works, the Contractor shall be obliged to remedy defects therein in accordance with the provisions of Contract.

A detailed scope of work under these Bidding Documents has been described in Clause 2 of Specifications - Special & Technical Provisions. The successful Bidder will be expected to complete the Works within the stipulated period of as specified in these Bidding Documents.

Bidders must quote prices for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

1.2 Source of Funds

The Employer has received funds from the Government of Pakistan and it is intended that part of the proceeds of the funds will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) Duly licensed by the Pakistan Engineering Council (PEC) in the C5 category and above having specialization codes EE06, & EE11(vi) (General Electrical Works Only).

IB.3 Eligible Goods and Services

3.1 All Goods & ancillary Services to be supplied under this Contract shall have their origin in eligible countries listed in Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods

and Services.

3.2 For purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.4 Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

B. BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

5.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.7.

1. Instructions to Bidders with Appendices

2. Form of Bid & Schedules to Bid

Schedules to Bid are the following:

- (i) Schedule A: Specific Works Data
- (ii) Schedule B: Works to be Performed by Sub-Contractors
- (iii) Schedule C: Proposed Program of Works
- (iv) Schedule D: Deviations from Technical Provisions
- (v) Schedule E: Deviations from Contractual Conditions
- (vi) Schedule F: Methods of Performing Works
- (vii) Schedule G: Proposed Organizations
- (viii) Schedule H: Integrity Pact
- (ix) Schedule I: List of Recommended Manufacturers

3. Schedule of Prices (Volume-II)

4. Preamble to Conditions of Contract

5. General Conditions of Contract (GCC)

6. Particular Conditions of Contract (PCC)

7. Standard Forms

Forms include the following:

- (i) Form of Bid Security
- (ii) Form of Contract Agreement
- (iii) Form of Performance Security
- (iv) Form of Bank Guarantee for Advance Payment

8. Specifications - Special & Technical Provisions

- 5.2 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 Bidders own risk. Pursuant to Clause IB.24, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

- 6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer with a copy to the Engineer in writing or at the address:

The Employer
Director General
Pakistan Sports Board
Abpara, Kashmir Highway,
Islamabad.
Phone No.: 051-9202410, 051-9202412

The Engineer
To be appointed by the Employer

The Employer will examine the request for clarification of the Bidding Documents which it receives not later than ten (10) days prior to the deadline for the submission of Bids and if needed will issue the clarification/amendment of the Bidding Documents (without identifying the source of enquiry) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

- 7.1 At any time but not later than seven (7) days 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.
- 7.2 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. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his Bid.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

C. PREPARATION OF BIDS

IB.8 Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.9 Documents Comprising the Bid

- 9.1 The Bid prepared by the Bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Clause IB.17.
 - (c) Schedules (A to I) to Bid duly filled and signed, in accordance with the instructions contained therein.
 - (d) Schedule of Prices completed in accordance with Clauses IB.11 and 12 in separate sealed envelope.
 - (e) Bid Security furnished in accordance with Clause IB.15.
 - (f) Power of Attorney in accordance with Clause IB 17.5.
 - (g) Documentary evidence established in accordance with Clause IB.13 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted.
 - (h) Documentary evidence established in accordance with Clause IB.14 that the Plant and ancillary Services to be supplied by the Bidder are eligible Plant and Services and conform to the Bidding Documents.
 - (i) Any other documents prescribed in Particular Conditions of Contract or Technical Provisions to be submitted with the Bid.

IB.10 Form of Bid and Schedules

- 10.1 The Bidder shall complete, sign and seal the Form of Bid, Schedules (A to I, or as modified) to Bid and Schedule of Prices furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

IB.11 Bid Prices

- 11.1 The Bidder shall fill up the Schedule of Prices attached to these documents indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view

the instructions contained in the Preamble to the Schedule of Prices.

- 11.2 The Bidder shall fill in rates and prices for all items of the Works described in the Schedule of Prices. 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 Schedule of Prices.
- 11.3 The Bidder's separation of price components in accordance with Sub-Clause 11.1 above will be solely for the purpose of facilitating the comparison of Bids by the Employer/Engineer and will not in any way limit its right to contract on any of the terms offered.
- 11.4 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and not subject to variation on any account. When the Bidders are required to quote only fixed price(s), a Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.24.
- 11.5 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid

- 12.1 Prices shall be quoted in the following currencies:
 - (a) For Plant and Services which the Bidder will supply from within Pakistan, the prices shall be quoted in the Pak. Rupees.
 - (b) For Plant and Services which the Bidder will supply from outside Pakistan, the prices shall be quoted in Pak Rupees.
- 12.3 The currencies of payment shall be as stated in Particular Conditions of Contract. However, provisions in Sub-Clauses 12.1 & 12.2 above, shall not in any way constitute a contractual or legal binding on the Employer for the payment in any currencies required by the Contractor.

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Employer's/Engineer's satisfaction:

the instructions contained in the Preamble to the Schedule of Prices.

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- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Employer's/Engineer's satisfaction:

- (a) that, in the case of a Bidder offering to supply Plant under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Plant manufacturer or producer to supply the Plant to Pakistan;
- (b) that the Bidder/Manufacturer has the financial, technical and production capability necessary to perform the Contract; and
- (c) that, in the case of a Bidder not doing business within Pakistan the Bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions.

- 13.4 (a) Bidder/Manufacturer must possess and provide evidence of the following experience:

The Original Equipment Manufacturer (OEM) of the lighting fixtures offered by the bidder must have a proven track record of lighting at least (3) International-Level/Class-I stadiums globally within the last 5-years.

Performance / Completion Certificates issued by the respective stadium owners or international sports bodies or Verifiable Clients contact details (Email/ Phone).

13.5 Joint Venture

Joint Venture is not allowed.

IB.14 Documents Establishing Plant' Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Plant and Services which Bidder proposes to perform under the Contract.
- 14.2 The documentary evidence of the Plant and Services eligibility shall establish to the Employer's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.
- 14.3 The documentary evidence of the Plant and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:
- (a) A detailed description of the Plant, essential technical and performance characteristics.
 - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule A to Bid, Specific Works Data. Drawings and data submitted must be in sufficient detail and clarity to permit the Employer to verify compliance with the provisions of the Tender Documents. This will include but not be limited to the following:
 - (i) A sufficient number of drawings, diagrams, photographs, catalogues, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods/Plant to be furnished.
 - (ii) Details of equipment and machinery with capacity.
 - (iii) Any other information which is required for evaluation purposes.
 - (c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the 'Goods/Plant' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Schedule D to Bid.
- 14.4 For purpose of the commentary to be furnished pursuant to Sub-Clause

14.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the Bidder other than those specified in the Bidding Documents shall be furnished.

IB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security of an amount not less than 1,000,000/- in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank of Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan in favor of the Employer, Director General Pakistan Sports Board, valid for a period 28 days beyond the Bid validity date.
- 15.3 The Bid Security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, pursuant to Clause IB.24.
- 15.5 The Bid securities of unsuccessful Bidders will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security which ever is earlier.
- 15.6 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws his Bid during the period of Bid validity;
 - (b) if a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
 - (c) in the case of a successful Bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.34, or
 - (ii) sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

- 16.1 Bids shall remain valid for ninety (90) days after the date of Bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original Bid validity period, the Employer may request the Bidders to 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 forfeiture of 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.17 Format and Signing of Bid

- 17.1 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.
- 17.2 All Schedules to Bid (A to I) are to be properly completed.
- 17.3 No alteration is to be not made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the Bid may be rejected.
- 17.4 Bids (Two Envelopes containing Technical and Priced Bids) should be submitted electronically **ONLY** through **EPADS**. Manual submission of bids is NOT allowed. For registration and training on EAPDS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.
- 17.5 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid and Schedules to Bid shall be initialed and stamped by the person or persons signing the Bid.
- 17.6 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.
- 17.7 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.
- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each Bidder shall submit his Bid as under:

Bids (Single Stage Two Envelope containing Technical and Priced Bids) should be submitted electronically **ONLY** through **EPADS**. Manual submission of bids is NOT allowed. For registration and training on EAPDS or in case of any technical difficulty in using EPADS, prospective bidders may contact PPRA Team, Director MIS Room No.109, 1st Floor, FBC building Sector G-5/2, Islamabad. Contact Number 051-111-137-237.

IB.19 Deadline for Submission of Bids

19.1 (a) Bids must be received by the Employer on EPADS not later than the time and date stipulated in the Invitation for Bids.

19.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in accordance with Clause IB.7, 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.20 Late Bids

20.1 (a) Any Bid received by the Employer after the dead line for submission of Bids prescribed in Clause IB.19 will be returned unopened to such Bidder.

IB.21 Modification, Substitution and Withdrawal of Bids

21.1 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 pursuant to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

22.1 A committee consisting of nominated members by the Employer and by the Engineer will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. Single Envelope Bid Containing Technical and Financial Proposals shall be opened, evaluated and lowest bidder will be selected.

The Bidders' representatives who are present shall sign in a register evidencing their attendance.

22.2 Not Used.

22.3 The Bidder's name, Bid Prices, unit rates, any discount offered, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Bid opening. The Employer will record minutes of Bid opening.

Any Bid Price or discount which is not read out and recorded at Bid opening will not be taken into account in the evaluation of Bid.

22.4 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

IB.23 Clarification of Bids

23.1 To assist in the examination, evaluation and comparison of Bids the Engineer may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

24.1 Prior to detailed evaluation pursuant to Clause IB.26, the Engineer will determine the responsiveness of the Bids as follows:

- (a) the Engineer will examine the Bids to determine whether;
 - (i) the Bid is complete and does not deviate from the scope,
 - (ii) any computational errors have been made,
 - (iii) required sureties have been furnished,
 - (iv) the documents have been properly signed,
 - (v) the Bid is valid till required period,
 - (vi) the Bid prices are firm during currency of contract if it is a fixed price bid,
 - (vii) completion period offered is within specified limits,
 - (viii) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
 - (ix) the Bid does not deviate from basic technical requirements and
 - (x) the Bids are generally in order.
- (b) A bid is likely not to be considered, if;
 - (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it is submitted for incomplete scope of work,
 - (iv) it indicates completion period later than specified,
 - (v) it indicates that Works and materials to be supplied do not meet eligibility requirements,
 - (vi) it indicates that Bid prices do not include the amount of income tax.
- (c) A bid will not be considered, if;

- (i) it is not accompanied with bid security,
- (ii) it is submitted by a bidder who has participated in more than one bid,
- (iii) it is received after the deadline for submission of Bids,
- (iv) it is submitted through fax, telex, telegram or email,
- (v) it indicates that prices quoted are not firm during currency of the contract whereas the Bidders are required to quote fixed price(s),
- (vi) the bidder refuses to accept arithmetic correction,
- (vii) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Price Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Price Bid will be corrected by the Employer/Engineer in accordance with the Corrected Schedule of Prices.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer/Engineer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

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) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Employer's/Engineer's determination of a Bid responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

IB.25 Conversion to Single Currency

25.1 Not Used.

IB.26 Detailed Evaluation of Bids

26.1 Only the Bids previously determined to be substantially responsive pursuant to Clause IB.24 will be evaluated and compared in detail by the Employer/Engineer as per the requirements given hereunder:

26.2 Evaluation and Comparison of Bids

- (a) Bids will be evaluated for each item and/or complete scope of work.
- (b) **Basis of Price Comparison**
The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.
- (c) **Technical Evaluation**
It will be examined in detail whether the Plant offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, design offered by the Bidder will be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Works Data) will be compared with the technical features/criteria of the Goods/Plant detailed and prescribed by the Employer in the Technical Provisions. Other technical information submitted with the Bid regarding the Scope of Work will also be reviewed.
- (d) **Commercial Evaluation**
It will be examined in detail whether the Bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no major deviation/stipulation shall be taken by the Bidders.
- (e) **Evaluated Bid Price**
In evaluating the Bids, the Employer will determine for each Bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:
 - (i) making any correction for errors pursuant to Sub-Clause 24.2 hereof.
 - (ii) excluding Provisional Sums, if any, but including priced Daywork.
 - (iii) making an appropriate adjustment for any other acceptable variation or deviation.

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MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

33.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of

IB-15

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

26.3 Evaluation Methods

- 42.1 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, shall be intimated through letter for invitation.

All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting.

- 42.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than four (4) days before the proposed Pre-Bid meeting.

- 42.3 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 5.1 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.7 and not through the minutes of the Pre-Bid meeting.

IB.43 Integrity Pact

- 43.1 The Bidder shall sign and stamp the Integrity Pact provided in Schedule-H 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 Bid non-responsive.

IB.44 General Performance of the Bidders

- 44.1 The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or refer the case to the Pakistan Engineering Council. 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.


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Islamabad

**Appendix A to
Instructions to Bidders**

NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial relations.

(AP-1)

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

Sr.No.	Information to be Supplied	Bid References
6.	Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the Bidder by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached.	
7.	Names, qualifications and experience of the key technical personnel.	
8.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
9.	The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the experience stated in Sub-Clause IB 13.4(a).	
10.	Reference lists of similar works done by the Bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value.	
11.	Details of projects under execution and future contractual commitments	
12.	Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the Bidder may be made, with authority to make inquiries from the Bidder's bankers and clients regarding any financial and technical aspects	

(AP-3)

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad



Sr.No.	Information to be Supplied	Bid References
--------	----------------------------	----------------

13. Information on any litigation or arbitration resulting from contracts completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof

(AP-4)

MUHAMMAD JAZ
 Assistant Engineer (Electronics)
 Pakistan Sports Board
 Islamabad

**Appendix C to
Instructions to Bidders**

Domestic Goods (Value added in Pakistan)

Not Used

(AP-5)

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

**FORM OF BID
(LETTER OF TECHNICAL BID)**

BIDDING DOCUMENTS FOR

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FLOOD LIGHTS & POLES
FOR PRACTICE MATCHES AT NASEER BUNDA HOCKEY STADIUM PAKISTAN
SPORTS BOARD, ISLAMABAD"**

To:

Director General
Pakistan Sports Board
Abpara, Kashmir Highway
Islamabad
Phone No.: 051-9202410, 051-9202412

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedules to Bid, Schedule of Prices and Addenda Nos. for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address and being duly incorporated under the laws of hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
4. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We undertake, if our Bid is accepted to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works.

FB-1

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

8. We do hereby declare that our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier].
9. We, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest.
10. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
11. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. (Please delete in case of Bid from a single firm).

Dated this day of 2025

Signature in the capacity of duly authorized to sign the Bid for and on behalf of

.....
(Name of Bidder in Block Capitals)

(Seal of Bidder)

Bidder's Address

.....
.....

Witness:

Signature:

Name:

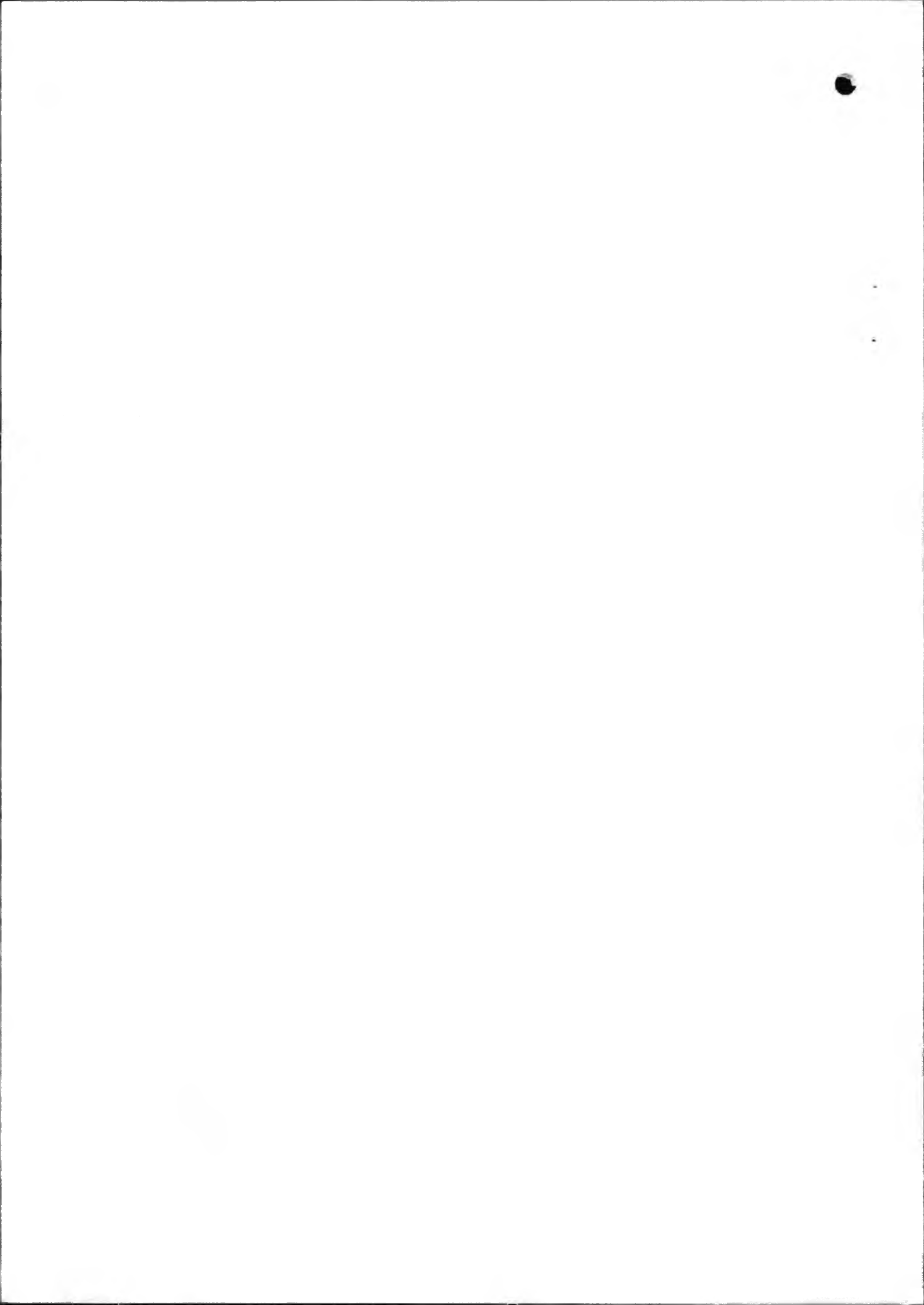
Address:

.....

.....

Occupation

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad



FORMS OF BID & SCHEDULES TO BID

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- (i) Schedule A: Specific Works Data
- (ii) Schedule B: Works to be Performed by Sub-Contractors
- (iii) Schedule C: Proposed Program of Works
- (iv) Schedule D: Deviations from Technical Provisions
- (v) Schedule E: Deviations from Contractual Conditions
- (vi) Schedule F: Methods of Performing Works
- (vii) Schedule G: Proposed Organizations
- (viii) Schedule H: Integrity Pact
- (ix) Schedule I: List of Recommended Manufacturers

SCHEDULE – A TO BID

SPECIFIC WORKS DATA

The main technical data is prescribed in the relevant sections of the Technical Provisions. However, the Bidder may supplement the main technical data by providing hereunder other salient parameters to enable the Employer/Engineer to assess technical conformance of the offered Plant to the requirements of the Bidding Documents.

Initials of Signatory to Bid:.....

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE – B TO BID

WORK TO BE PERFORMED BY SUBCONTRACTORS

The Bidder will do the work with his own forces except the part (s) of the Works listed below which he intends to sub-contract.

<u>Items of Works to be Sub-Contracted</u>	<u>Name and address of Sub-Contractor</u>	<u>Statement of similar works previously Executed (attach evidence)</u>
--	---	---

Note:

1. No change of Sub-Contractor shall be made by the Bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Subcontractors is guaranteed by the Bidder. The Employer's judgment shall be final as to the evaluation of the experience of Subcontractors submitted by the Bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.

Initials of Signatory to Bid:.....

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE – C TO BID

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the Work of the entire Contract. The programme should indicate the sequences of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering/procurement of materials, manufacturing, delivering, design & construction of associated civil works, installation/erection, testing and commissioning of Works to be executed under the Contract. Initials of

Signatory to Bid:.....

MUHAMMAD RAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE – D TO BID

**DEVIATIONS
FROM TECHNICAL PROVISIONS**

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified technical provisions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

Note: Attach additional sheets, if necessary

Initials of Signatory to Bid:.....

MUHAMMAD BAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE – E TO BID

**DEVIATIONS
FROM CONTRACTUAL CONDITIONS**

It is presumed that the Bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications
---------	--------------------------	---------------------------

Note: Attach additional sheets, if necessary

Initials of Signatory to Bid:.....


MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Specifications.
- The procedure for installation/erection of equipment and transportation of equipment and materials to the site.
- Details regarding 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.
- The Contractor shall provide description of his construction camp's facilities and staff housing requirements.
- The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp and staff housing facilities. The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:
 1. Site Preparation (clearing, land preparation, etc.).
 2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).

SCHEDULE – F TO BID
Sheet 2 of 2

3. Construction of Facilities
 - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.)
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

Initials of Signatory to Bid:.....

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Electric Board
Islamabad

**SCHEDULE – G TO BID
PROPOSED ORGANIZATION FOR THE PROJECT**

The Bidder shall provide in this Schedule Organization chart indicating the key personnel he will employ for Head office and for Site office involved in management, supervision and engineering of the Works to be done under the Contract to direct and execute the Works, together with their names, qualifications, experience, positions held and their nationalities.

Designation	Name of	Summary of Qualifications Experience, Present Position and Nationality
-------------	---------	---

- Head Office:

- Site Office:
 - Contractor's Representative
 - Site Superintendent
 - Supervising Engineer
 - Plant Erectors
 - Construction Supervisors
 - Other Key Staff

Initials of Signatory to Bid:.....

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE – H TO BID

**INTEGRITY PACT
(On Stamp Paper)**

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**

_____ [the Bidder/Contractor] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, _____ [the Bidder/Contractor] 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, consultants, 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 Government of Pakistan, except that which has been expressly declared pursuant hereto.

_____ [The Bidder/Contractor] 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 Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

_____ [The Bidder/Contractor] 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 Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

Notwithstanding any rights and remedies exercised by Government of Pakistan in this regard _____ [the Bidder/Contractor] agrees to indemnify Government of Pakistan for any loss or damage

incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by _____ [the Bidder/Contractor] 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 Government of Pakistan.

Name of Bidder/Contractor:

Signature:

(Seal)

MUHAMMAD SAJJAD
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE – I TO BID

LIST OF RECOMMENDED MANUFACTURERS

Equipment and materials specified with brand names have been provided in order to establish a standard of performance and do not necessarily indicate a preference for a particular manufacturer or material.

The names of manufacturers given below are to indicate the level of quality and performance anticipated by the Engineer/ Employer. Other makes may be accepted provided that the quality and performance of such equipment, in the sole opinion of the Engineer, are at least equal to or better than the equipment/ product offered by the recommended manufacturer.

The acceptance of equipment/ materials offered by these manufacturers will be subject to compliance of offered models/materials with the specifications, capacity and/or performance requirements.

Onus lies with the Contractor for establishing the genuineness of any material/product for its make and origin.

S.NO.	ITEM		MANUFACTURER
1	DISTRIBUTION BOARDS AND MAIN AND SUB MAIN PANEL BOARDS AND SUB MAIN PANEL BOARDS	i	JEI
		ii	ERCON
		iii	BILAL SWITCH GEAR
		iv	TARIQ ELECTRIC
		v	Libra
2	HT CABLES, LV CABLES AND WIRES	i	PAKISTAN CABLES
		ii	NEWAGE CABLES
		iii	FAST CABLES
3	MCCBS AND MCBS ELCBS	i	SCHNEIDER
		ii	ABB
		iii	SIEMENS
4	PVC CONDUITS, PIPES, DUCTS & ACCESSORIES	i	SHAVYL
		ii	DADEX
		iii	ADAMJEE DURABUILT
5	LED FLOOD LIGHTS	i	PHILIPS OR EQUIVALENT

Authorized Signature and official Seal: _____

Name: _____

Date: _____

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MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

[Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **General Conditions of Contract**
- (b) **Particular Conditions of Contract**

Over the years, a number of "model" General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the 1987 edition, reprinted in 1988 with editorial amendments.)

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Employer. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all electrical/mechanical Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

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* Add the following text if the bidding documents, as issued, do not include a copy:

"Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland

fidic.pub@fidic.org – FIDIC.org/bookshop]

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PREAMBLE TO CONDITIONS OF
CONTRACT


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PREAMBLE TO CONDITIONS OF CONTRACT

- Commencement Date** Sub-Clause 1.1.1.(i)
The date for commencement of the Works is the date of issuance of the Engineer's Written Order to Commence which shall be issued within 14 days of signing of Contract Agreement.
- Defect Liability Period** Sub-Clause 1.1.11
The Defect Liability Period is 364 days after the date certified in the Taking-Over Certificate but subject to extension as provided under Sub-Clause 30.4.
- The Employer** Sub-Clause 1.1.12.
The Employer is **The Director General**
Pakistan Sports Board
Abpara, Kashmir Highway
Islamabad
- The Engineer** Sub-Clause 1.1.15.
To be notified by the Employer at later stage
- Time for Completion** Sub-Clause 1.1.35.
The Time for Completion for whole of the Works is 60 days reckoned from the Commencement Date.
- Warranty Period** Sub-Clause 1.1.40.
The Warranty Period is 5 years for (goods/equipment)
- Engineer's Duties & Authorities** Sub-Clause 2.1
The duties & authorities of the Engineer are specified in Particular Conditions of Contract.
- Confirmation in Writing** Sub-Clause 2.6
(i) If the Contractor shall require the confirmation, it shall be notified to the Engineer within ten (14) days.
(ii) Engineer shall confirm the decision/instruction within ten (14) days.
- Ruling Language** Sub-Clause 5.1.
The version in English language (ruling language) shall prevail.
- Day to Day Communications** Sub-Clause 5.2.
The language for day to day communication is English

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As Built-Drawings	Sub-Clause 6.10 As-Built drawings shall be provided to the Engineer within twenty eight (28) days from the date of issuance of Taking-Over Certificate.
General Obligations	Sub-Clause 8.1 No Employer's supplied equipment to be provided.
Programme to be Furnished	Sub-Clause 12.1. The Programme must be submitted in the form of Bar-chart with critical path/activities for individual school and overall Project.
Electricity Water, Gas and Other Services	Sub-Clause 14.3. Contractor shall arrange supplies from his own resources
Employer's Equipment	Sub-Clause 14.4. There will be no Employer's Equipment available for use by the Contractor.
Working Hours	Sub-Clause 18.3. The normal working hours on the Site are to conform to the applicable labour laws and the existing customs of Pakistan.
Time for Completion	Sub-Clause 25.1 Period of Completion is as stated under Sub-Clause 1.1.35 hereof.
Earlier Completion	Sub-Clause 26.3 No Bonus for earlier completion shall be paid.
Delay in Completion	Sub-Clause 27.1. Failure of the Contractor to meet the Time for Completion entitles the Employer to deduct from the Contract Price, the liquidated damages @ 0.05 % percent of the Contract Price as stated in Letter of Acceptance, excluding Provisional Sums for each and every day, including holidays, of delay or part thereof; but to a maximum limit of 10 % of the Contract Price as stated in Letter of Acceptance, excluding Provisional Sums.
Prolonged Delay	Sub-Clause 27.2. Maximum amount recoverable from the Contractor by the Employer shall be 10% of Contract Price as stated in the Letter of Acceptance, excluding Provisional Sum.

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Terms of Payment	Sub-Clause 33.1. In addition to the provisions under Clause 33, the terms of payment shall be as stated in Sub-Clause 33.1 of Particular Conditions of Contract.
Payment	Sub-Clause 33.5. Time for Payment for Interim Payment Certificate is 14 Days. Time for Payment for Final Payment Certificate is 28 Days.
Payment in Foreign Currencies	Sub-Clause 35.1. Not Applicable
Rates of Exchange	Sub-Clause 35.3 Not Applicable
Insurance of Works	Sub-Clause 43.1. The amount of insurance shall be for full replacement value of the Works. For the deductibles, if any, the Contractor shall submit an undertaking that he shall indemnify and keep indemnified the Employer for the amount of deductibles provided in the insurance policy. Sub-Clause 43.1.(a) The additional risks to be insured are as stated in Sub-Clause 43.1(a) of the Particular Conditions of Contract.
Third Party Liability	Sub-Clause 43.3. The amount of insurance against third party liability taken out by the Contractor shall not be less than Pak Rs. 1,000,000 per occurrence with number of occurrences unlimited.
Payment on Termination for Employer's Default	Sub-Clause 46.3. The additional amount payable by the Employer on termination shall not exceed the actual cost of work executed.
Labour, Materials and Transport	Sub-Clause 47.1. The Contract shall not subject to price adjustment.
Notices to Employer and Engineer	Sub-Clause 49.2. The address of the Employer for notices is the same as given in Sub-Clause 1.1.12 here above. The address of the Engineer for notices is the same as given in Sub-Clause 1.1.15 here above.

Disputes & Arbitration Sub-Clause 50.4
Venue of Arbitration shall be Islamabad, Islamic Republic of Pakistan

Applicable Law Sub-Clause 51.1.
The Contract in all respects be read and construed and shall operate as a Pakistani Contract in conformity with the Laws of Islamic Republic of Pakistan.

Procedural Law for Arbitration Sub-Clause 51.2.
The procedural law for arbitration shall be the Rules of Pakistan Arbitration Act 1940

Language and Place of Arbitration Sub-Clause 51.3.
The language of arbitration is English language.
The place of arbitration is Islamabad, Islamic Republic of Pakistan

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GENERAL CONDITIONS OF CONTRACT

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FEDERATION INTERNATIONALE DES INGENIEURS-
CONSEILS

CONDITIONS OF CONTRACT
FOR ELECTRICAL AND
MECHANICAL WORKS

INCLUDING ERECTION ON SITE

WITH FORMS OF TENDER AND AGREEMENT

THIRD EDITION 1987
Reprinted 1988 with editorial amendments

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PARTICULAR CONDITIONS OF
CONTRACT


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PART-II: PARTICULAR CONDITIONS OF CONTRACT

These Conditions of Particular Application Part-II are additions, deletions and amendment to General Conditions of Contract Part-I. Clause Nos., if similar as of Part-I are amendments therein otherwise these are additional clauses or sub-clauses thereto.

1.1 Definitions

The text of Sub-Clause 1.1.1 is deleted and substituted by the following:

“Commencement Date” means the date specified in the Preamble to Conditions of Contract.

The text of Sub-Clause 1.1.2 is deleted and substituted by the following:

“Conditions” means the Preamble to Conditions of Contract, General Conditions of Contract (GCC) and Particular Conditions of Contract (PCC).

Sub-Clause 1.1.3

At the end of Sub-Clause, the following is added:

“Any subsequent document mutually agreed and signed by the Employer and the Contractor, shall be the part of the Contract.”

The text of Sub-Clause 1.1.5 is deleted and substituted by the following:

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

Sub-Clause 1.1.11

The Defects Liability Period is the period mentioned in the Preamble to Conditions of Contract.

Sub-Clause 1.1.15

The word ‘Engineer’ wherever appearing in FIDIC Conditions of Contract, Particular Conditions of Contract or in the Document should be read as “Employer’s Representative”.

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

“or any other competent person appointed by the Employer as his replacement.”

Sub Clause 1.1.16

Replace the word 'Engineer's Representative' with the word "Employer's Representative".

Sub-Clause 1.1.23

The following paragraph is added:

The word 'Goods' is synonymous with the word "Plant".

The text of Sub-Clause 1.1.27 is deleted and substituted by the following:

"Schedule of Prices" means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Contractor with his Bid or revised and mutually agreed and forming a part of the Contract Documents.

Add the following at the end of Sub-Clause 1.1.33:

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

The following new Sub-Clauses 1.1.38 to 1.1.50 are added:

"1.1.38 "Month" means calendar month according to Gregorian calendar.

1.1.39 "Operation and Maintenance Manuals" has the meaning described in Sub-Clause 6.6."

Sub-Clause 1.1.40 "Project" means Supply, Installation, Testing and Commissioning of Stadium Lights at Pakistan Sports Complex, Islamabad.

Sub-Clause 1.1.41

The word 'Part II' wherever appearing in FIDIC Conditions of Contract is synonymous with the words "Particular Conditions of Contract".

Sub-Clause 1.1.42

The words 'Local Goods' is synonymous with the words "Indigenous Goods" and the word 'Installation' with "Erection".

Sub-Clause 1.1.43

"Turnkey Basis" means the single responsibility for design, supply, installation and commissioning of all mechanical and electrical equipment, civil and other works necessary for the completion and commercial operation of the Plant and shall include all such items of Plant and equipment or work, whether mentioned in the Specifications, Bid drawings, Schedule of Prices or not, which are required to make the Plant operationally complete in accordance with the guarantees prescribed under

the Contract.

Notwithstanding the foregoing, it may be clarified however, that unless expressly prescribed otherwise by the Contract, the payment to the Contractor shall be made by measurement in accordance with the provisions set out under Sub-Clause 33.8 of Particular Conditions of Contract and the Contract shall not be construed as a lump sum contract in this regard.

Sub-Clause 1.1.45

"Constructional Plant" means all appliances or things of whatsoever nature (other than Temporary Works) required for execution and completion of the Works and the remedying of any defects therein but does not include Plant, materials or other things intended to form or forming part of Permanent Works. The word 'Constructional Plant' is synonymous with "Contractor's Equipment".

Sub-Clause 1.1.46

"Contractor's Agent" means the person for the time being or from time to time appointed by the Contractor pursuant to the provisions of Clause 13. The word "Contractor's Agent" is synonymous with "Contractor's Representative".

Sub-Clause 1.1.47

"Performance Tests" means tests intended to demonstrate the attainment of guaranteed contract performance to be conducted in accordance with the requirement of the Specifications.

Sub-Clause 1.1.48

"Reliability Test" means such test or tests as provided for in the Contract, or as may be agreed upon, which shall be successfully completed as a pre-requisite to Taking Over.

Sub-Clause 1.1.49

"Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

Sub-Clause 1.1.50

"Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.

Sub-Clause 2.1 Engineer's Duties

The text of Sub-Clause 2.1 is deleted and substituted by the following:

"The Engineer shall carry out the duties specified in the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer is required to obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses of General Conditions of Contract (GCC):

- (a) approval of Subcontractor under Sub-Clause 4.1,
- (b) certifying additional sums under Sub-Clause 5.4,
- (c) certifying additional costs under Sub-Clauses 11.3 & 12.3,
- (d) certifying any cost under Sub-Clause 14.6,
- (e) approval of extension of time under Clause 26,
- (f) issuing a Taking-Over Certificate under Sub-Clause 29,
- (g) issuing a Defects Liability Certificate under Sub-Clause 30.11,
- (h) issuing a Variation Order under Clause 31,
- (i) fixing rates or prices under Clauses 31 and 34,
- (j) certifying additional costs under Sub-Clause 44.5 and
- (k) certifying additional costs under Sub-Clause 47.2;

Except for such variations pursuant to Sub-Clause 31.1 of the GCC which may be necessary in an emergency affecting safety of life, the Works or of adjoining property."

Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract."

Sub-Clause 2.6 Confirmation in Writing

- (i) In line 3 after the words "undue delay" the following is added:
"but not after the number of days mentioned in the Preamble to Conditions of Contract from the instruction or decision".
- (ii) At the end of Sub-Clause 2.6, the following is added:

"The Engineer shall confirm or otherwise within the period mentioned in the Preamble to Conditions of Contract from the receipt of requirement(s) from the Contractor".

Sub-Clause 2.8 Replacement of Engineer

The text of Sub-Clause 2.8 is deleted in its entirety and substituted by the following:

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

raises reasonable objection by notice to the Employer, with supporting particulars."

The following new Sub-Clause 2.9 is added:

Sub-Clause 2.9 Engineer Not Liable

"Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of remaining materials and equipment for the Works and parts thereof and complete the remaining erection works and testing and commissioning in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under this Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any of the Works. However the Contractor shall be compensated if any loss/damage is occurred due to the decision of the Engineer."

The following new Sub-Clause 4.2 is added:

Sub-Clause 4.2 No Contractual Relation Between Subcontractor and the Employer

"Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Employer."

Sub-Clause 5.3 Priority of Contract Documents

The text of Sub-Clause 5.3 is deleted and substituted by the following:

"Unless otherwise provided in the Contract, the priority of the Contract Documents shall be as follows:

1. The Contract Agreement (if completed)
2. The Letter of Acceptance
3. The completed Form of Bid
4. Preamble to Conditions of Contract
5. The Particular Conditions of Contract
6. The General Conditions of Contract
7. The priced Schedule of Prices
8. The completed Schedules to Bid (A to I)
9. The Specifications
10. The Drawings
11. Any other document forming part of the Contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by drawing(s) of a later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the Contract Agreement and these conditions."

Sub-Clause 5.4 Documents Mutually Explanatory

The text appearing in the last line after the words "the Contract Price" is deleted and the following text is added:

The Technical Specifications are taken to be correct, but complete accuracy is not guaranteed. Any error or ambiguity must be reported to the Employer and the Engineer before starting the work affected. In the event of any dispute arising as to the true intended meaning of Technical Specification, the Engineer shall interpret the same and his interpretation shall be accepted as final and binding upon all parties concerned, except to the extent provided for in the Arbitration provisions hereof.

Sub-Clause 6.2 Consequences of Disapproval of Contractor's Drawings

Full stop is deleted and the following words are added at the end of the Sub-Clause: "for the approval of the Engineer. However, the Contractor shall not be entitled for time extension on this account".

Sub-Clause 6.6. Operation and Maintenance Manuals

Paras 2 & 3 are deleted and the following text is added at the end of Para 1 of Sub-Clause:

"The Operation and Maintenance Manuals shall include full instructions for the operation, servicing and maintenance of the Plant, not only during the period of the Contractor's liability but more particularly during its operating life.

The directions shall be set out simply, clearly and systematically. This may be divided into two volumes if desirable, one for operation and the second for servicing and maintenance (in sub-volumes for major items of Plant).

The operational data shall include a complete physical and functional description of the Plant (in sub-volumes for major items of Plant) and step-by-step procedures for inspection, checking and adjustments for proper operation of the Plant.

The maintenance data shall include complete instructions for routine checks, servicing, maintenance and repair of all parts and for dismantling, handling and re-assembly of all equipment, sub-assemblies and all separate components. The maintenance data shall also include where possible parts catalogues. The lists shall provide all necessary information for identifying the parts and for re-ordering the parts including name of part, part number and catalogue references where applicable, name of manufacturer, size, capacity and other characteristics.

General arrangements, single line diagrams and detailed drawings shall be provided for ready reference in the operation and maintenance instructions.

The manuals shall be printed on ISO paper size A4 (210x297 mm) with offset or equivalent printing strongly bound in a durable stiff cover bearing the title in approved legend. Drawings shall be folded or reduced to 297 mm height. All volumes shall bear on the spine an approved shortened version of the title.

The Contractor shall submit three (3) draft copies for approval of the Engineer prior to producing finished volumes.

The Contractor shall provide seven (7) copies of the approved Operation and Maintenance Manuals prior to Taking Over by the Employer. Supplementary Operation and Maintenance Manual shall be provided by the Contractor, if required, to incorporate changes resulting from experience during the operation and maintenance period. The work shall not be considered to be completed for the purpose of taking over until such manual and drawings have been supplied to the Employer.

Sub-Clause 6.9 Manufacturing Drawings

The words "Unless otherwise specified in Part-II" are deleted and the following is added at the end of Sub-Clause:

"However, the Contractor is required to disclose to the Engineer or the Employer any confidential information necessary to justify the reliability, the efficiency and the operation and maintenance of the Plant supplied by him."

The following new Sub-Clause 6.10 is added:

Sub-Clause 6.10 "As-Built" Drawings

"The Contractor shall furnish to the Engineer six (6) copies and one (1) reproducible of approved quality of all "As-Built" drawings within the period mentioned in the Preamble to Conditions of Contract. All drawings shall also be provided in an electronic form (CD).

The following new Sub-Clause 6.11 is added:

Sub-Clause 6.11 Shop Drawings

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

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

Sub-Clause 7.1 Errors in Contractor's Drawings

In second line, the text 'unless they are due to incorrect Employer's Drawings or other written information supplied by the Employer or the Engineer' is deleted.

Sub-Clause 7.2 Errors by Employer or Engineer

Sub-Clause 7.2 is deleted in its entirety.

Sub-Clause 8.1 General Obligations

The text of Sub-Clause 8.1 is deleted and substituted by the following:

- "(a) The Contractor shall commence the work on the date specified in the Preamble to Conditions of Contract and shall proceed with the same with due expedition and without delay.
- (b) The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion. The Contractor shall also provide all necessary Contractor's Equipment, superintendence, labour and except as stated herein below, all necessary facilities therefor.

The Employer will permit use of the Erection and Testing Equipment and Maintenance Tools as given in the Preamble to Conditions of Contract.

The above facilities shall be provided at no cost to the Contractor but he shall procure at his cost all required consumable materials and any other items necessary for the proper execution of the Works. These shall be properly used and maintained by the Contractor and returned to the Employer upon handing over of the Works in good condition, fair wear and tear excepted. In case of any damage, loss or theft, the items shall be replaced by the Contractor at his own cost."

Sub-Clause 8.2 Setting Out

The first three (3) paragraphs are deleted and substituted with the following:

The Contractor shall be responsible for correctness of position, level and dimensions of the work according to the drawings notwithstanding that he may have been assisted by the Employer/Engineer in setting out the same.

The following new Sub-Clause 8.3 is added:

Sub-Clause 10.1 Performance Security

The text of Sub-Clause 10.1 is deleted and substituted by the following:

"The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within 14 days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to 10 percent of the Contract Price in the currency (ies) of the Contract in the form of Bank Guarantee from any Scheduled Bank of Pakistan or from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank of Pakistan.

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

Sub-Clause 10.3 Claims under Performance Security

Sub-Clause 10.3 is deleted in its entirety.

The following new Sub Clause 10.4 is added:

Sub-Clause 10.4 Performance Security Binding on Variations and Changes

"The Performance Security shall be binding irrespective of variations and changes in the quantities of the Works or extensions in completion time of the Works, which are granted or agreed upon under the provisions of the Contract."

Sub-Clause 12.1 Programme to be Furnished

(1) The text of Sub-Clause 12.1(a) is deleted and substituted by the following:

"(a) the order in which the Contractor proposes to carry out the Works (including preliminaries, required material ordering, delivery to Site, erection and rectifications work, testing, commissioning of the Plant including design and construction of associated civil works and taking-over by the Employer). The programme shall also include the following:

- (i) Employment of local and expatriate labour of various categories.
- (ii) Local material procurement
- (iii) Material imports, if any".

(2) The text of Sub-Clause 12.1(c) is deleted and substituted by the following:

"(c) the times by which the Contractor requires the Employer:

- (i) to provide access to the Site.
- (ii) to have obtained consents, way leaves and approvals necessary for the purpose of the Works."

The following new Sub-Clause 12.4 is added:

Sub-Clause 12.4 Monthly Progress Report

"During the period of the Contract, the Contractor shall submit six (6) sets of report to the Engineer not later than the 3rd day of signing of contract including:

- i. description of the work planned for the next twelve (12) days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- ii. summary of daily job record for the preceding week;
- iii. colour digital photographs to illustrate progress."

The following new Sub-Clause 12.5 is added:

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Sub-Clause 12.5 Daily Job Record

"During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested.

The daily record shall include particulars of weather conditions, number of men working in different categories, deliveries of materials, quantity, location and assignment of equipment."

Sub-Clause 13.1 Contractor's Representative

At the end of the Sub-Clause, the following is added:

"The Contractor's Representative shall be a competent and skilled person approved by the Engineer (which approval may at any time be withdrawn) and who shall be present on the Site during all working hours. He shall be fluent in the English language. He shall not be transferred from the Site without the consent of the Engineer. The Contractor's Representative shall be a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)."

The following new Sub-Clause 13.3 is added:

Sub-Clause 13.3 Language Ability of Superintending Staff of Contractor

"A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language."

The following new Sub-Clause 13.4 is added:

Sub-Clause 13.4 Employment of Local Personnel

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

Sub-Clause 14.1 Contractor's Equipment

Replace the word "or" at the end of Sub-paragraph (a) by "and" and insert the following at the end of Sub-paragraph (b):

"which shall not be unreasonably withheld."

Sub-Clause 14.2 Safety Precautions

At the end of the Sub-Clause, the following is added:

"In order to provide for the safety, health and welfare of persons, and for prevention

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

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

Sub-Clause 14.3 Electricity Water and Gas

The text of Sub-Clause 14.3 is deleted and substituted by the following:

"The Contractor shall be responsible for making his own arrangements for the adequate supply of electricity, water and gas required for the effective performance of his obligations under the Contract. Subject to the aforesaid, the Contractor shall be entitled to use for the purposes of the Works such supplies and services as may be available on the Site. The Contractor shall, before the commencement of the work at Site, seek the approval of the Engineer as to his detailed requirements of electricity, water and gas for the entire Contract period. The Contractor shall pay the Employer at the rates/cost incurred by the Employer. The Contractor shall at his own cost provide any apparatus necessary for such use".

Sub-Clause 14.4 Employer's Equipment

The text of Sub-Clause 14.4 is deleted and substituted by the following:

"The Employer shall, if the Contractor so requests for the execution of the works, operate any available equipment of which details are given in the Preamble to Conditions of Contract. The Contractor shall pay the Employer a mutually agreed price for such use.

The Employer shall during such operation retain control of and be responsible for the safe working of the equipment."

Sub-Clause 14.8 Information for Import Permits & Licenses

The text of Sub-Clause 14.8 is deleted and substituted by the following:

"The Contractor shall submit to the Employer in good time such details of all Plant and Contractor's Equipment as is to be imported into Pakistan and identify as to what assistance of the Employer is required for obtaining by the Contractor of all necessary import permits or licenses".

Sub-Clause 15.2 Compliance with Laws

The text of Sub-Clause 15.2 is deleted and substituted by the following:

"The Contractor shall comply with the Laws of country of manufacture and the Laws

of Pakistan where the Plant is to be erected”.

The following new Sub-Clause 16.4 is added:

Sub-Clause 16.4 Photographs of Works and Advertisement Prohibited

“Except with the prior written authorization of the Employer the Contractor shall not exhibit or permit to be exhibited any photographs or advertisement on the Works. Any authorized exhibition shall be immediately removed if the Employer so requires.”

Sub-Clause 16.5 Training of Employer's Staff

Sub-Clause 16.5 is added:

“The Contractor shall provide such facilities for the training of such numbers of Pakistani engineers, engineering students, apprentices and trade apprentices on such sections of the Works at the Site or on the Contractor's premises or Contractor selected plant manufacturer's premises and factories, or wherever else work is in hand, as specified or directed by the Engineer”.

The language of training at the above stated premises shall be English and Urdu.”

Sub-Clause 17.3 Civil Works on Site

The text of Sub-Clause 17.3 is deleted and substituted by the following:

“The Contractor shall carry out design and associated civil work required for the completion of the Works under the Contract.”

Sub-Clause 17.4 Consents and Way Leaves

The text of Sub-Clause 17.4 is deleted and substituted by the following:

“The Employer shall issue permissions, letters, certificates and provide such other assistance to the Contractor for his obtaining permits-to-work, way leaves and approvals from any other department/authority and right of way from private owners, if required. The Contractor will bear the cost of logistics, fees, etc. for such activities. The Employer, will reimburse the Contractor only the payments made by him in respect of any land compensation for obtaining such way leaves, required for the Works.”

Sub-Clause 17.5 – Import Permits and Licenses

The word “Employer” is deleted and substituted by the word “Contractor” and the following is added at the end of Sub-Clause 17.5:

“the Employer will provide assistance for this purpose.”

Sub-Clause 18.1 – Engagement of Labour

At the end of the Clause the following is added:

"in accordance with the regulations, orders and requirements of the Government of Pakistan".

The following new Sub-Clauses 18.5 to 18.16 are added:

"Sub-Clause 18.5 Employment of Persons in the Service of Others

The Contractor shall not recruit or attempt to recruit his staff and labour from amongst the persons in the service of the Employer or the Engineer and vice-versa, unless mutually agreed between the Employer/Engineer and the Contractor.

Sub-Clause 18.6 Alcoholic Liquor or Drugs

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

Sub-Clause 18.7 Arms and Ammunition

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

Sub-Clause 18.8 Festivals and Religious Customs

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

Sub-Clause 18.9 Disorderly Conduct

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

Sub-Clause 18.10 Records of Safety and Health

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

Sub-Clause 18.11 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition to appropriate action required under the law, notify the

Engineer immediately by the quickest available means.

Sub-Clause 18.12 Rates of Wages and Conditions of Labour

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

Sub-Clause 18.13 Housing for Labour

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, these facilities shall be handed over to the Employer or if the Employer so desires, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

Sub-Clause 18.14 Epidemics

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

Sub-Clause 18.15 Supply of Water

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

Sub-Clause 18.16 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the foregoing provisions."

Sub-Clause 19.1 Manner of Execution

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

"The Contractor shall submit for approval of the Engineer, his detailed method


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statement(s) for the execution of such items of work as may be desired by the Engineer. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the Contract nor form any basis for claiming additional costs."

Sub-Clause 19.3 Uncovering Work

The following is added at the end of second paragraph of Sub-Clause 19.3:

"In any other case, all costs shall be borne by the Contractor."

The following new Sub-Clause 19.4 is added:

Sub-Clause 19.4 Use of Pakistani Materials

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

The following new Sub-Clause 20.6 is added:

Sub-Clause 20.6 Witnessing of Factory Acceptance Tests:

The text of Sub-Clause 17.3 is deleted

Sub-Clause 24.1 Cost of Suspension

At the end of the second paragraph after the word "Contractor" the following is added:

"or for the proper execution or for the safety of the Works or Plant unless such necessity results from any act or default of the Engineer or the Employer or in consequence of any of the Employer's Risks under Sub-Clause 37.2."

Sub-Clause 24.4 Resumption of Work

First paragraph of Sub-Clause 24.4 is deleted and substituted by the following:

"If the Contractor chooses not to treat prolonged suspension as an omission or termination under Sub-Clause 24.3, the Employer shall, upon the request of the Contractor, take over the responsibility for protection, storage, security and insurance of the suspended Works and of the Plant which has been delivered to the Site and which is affected by suspension and the risk of loss or damage thereto shall thereupon pass to the Employer".

Sub-Clause 25.1 Time for Completion

The text of Sub-Clause 25.1 is deleted and substituted by the following:

"The Works at the place of the project mentioned in the Preamble to Conditions of

Contract shall be completed tested and commissioned within the period mentioned in the Preamble to Conditions of Contract.”

Sub-Clause 26.1 Extension of Time for Completion

Sub-Clause 26.1(h) is deleted.

The following new Sub-Clause 26.1.1 is added:

Sub-Clause 26.1.1 Financial Compensation Against Extension of Time

“The Contractor shall not be entitled for any financial compensation consequent upon the extension of time (EOT) for completion granted to him under the provisions of Sub-Clause 26.1 of the General Conditions of Contract and he shall not have any further recourse or claim against the Employer, nor shall have any right of a action against Employer for loss or damage suffered by the reasons of delay on which basis EOT is granted to him.

Sub-Clause 26.3 Earlier Completion

Sub-Clause 26.3 is deleted.

The following new Sub-Clause 26.4 is added:

Sub-Clause 26.4 Rate of Progress

“If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Sub-Clause, involve the Employer in additional supervision costs, such costs shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any moneys due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.”

Sub-Clause 27.1 Delay in Completion

The text of Sub-Clause 27.1 is deleted and substituted by the following:

If the Contractor fails to deliver the Works, or any part thereof, within the time stated in Sub-Clause 25.1, or fails to complete the whole of the Work, or, if applicable, any Section within the relevant time prescribed by Sub-Clause 25.1, then the Contractor shall pay to the Employer the relevant sum stated herein below as liquidated

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Sub-Clause 31.5 Records of Costs

The word "Engineer" in 4th line of Sub-Clause is deleted and substituted by "Engineer/Employer".

The following new Sub-Clauses 31.6 to 31.8 are added:

Sub-Clause 31.6 Daywork under Variation Order

"A Variation Order may provide that work done pursuant thereto shall be executed as Daywork. In such case the Contractor shall be paid for such work under the conditions and the rates and prices set out in the Day Work Schedule."

Sub-Clause 31.7 Value Engineering

The Contractor may, at any time, submit to the Engineer a written proposal which in the Contractor's opinion will reduce the cost of constructing, maintaining or operating the works, or improve the efficiency or value to the Employer of the completed Works or otherwise be of benefit to the Employer. Any such proposal shall be prepared at the cost of the Contractor. However, Employer is not bound to accept such proposal.

Sub-Clause 31.8 Changes in Estimated Quantities

For the removal of doubt, it is declared that any increase or decrease of the estimated quantities set out in the Schedule of Prices ascertained by measurement in accordance with the provisions of Sub-Clause 33.8 hereof is not a variation within the meaning of this Clause.

Sub-Clause 33.1 Terms of Payment

The text of Sub-Clause 33.1 is deleted and substituted by the following:

- a. Fifty (50%) of the Contract Value of material/goods shall be paid on pro-rata basis upon delivery at Site, submission of invoice and after issuance of Inspection Certificate by the Engineer or Engineer's Representative following inspection of such Plant upto his satisfaction.
- b. Forty percent (40%) of the Contract Value of material/goods shall be paid on completion of installation upto the satisfaction of the Engineer or Engineer's Representative and submission of invoice duly certified by the Engineer or Engineer's Representative.
- c. Ten percent (10%) of the Contract Value of material/goods shall be paid on completion of testing and commissioning upto the satisfaction of the Engineer or Engineer's Representative and after issuance of Taking Over Certificate and submission of invoice duly certified by the Engineer or Engineer's Representative.

All above payments shall be made after, deduction of all taxes including income tax and sales tax as applicable at the time of payment and retention money.


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damages for such default (which sum shall be the only moneys due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant time for Delivery or Time for Completion and the actual date of delivery at site or the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, as the case may be, subject to the applicable limit stated herein below.

The Employer may deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The liquidated damages for each day of delay and the maximum amount of liquidated damages shall be the amounts mentioned in the Preamble to Conditions of Contract.

The following new Sub-Clause 27.3 is added:

Sub-Clause 30.4 Extension of Defects Liability Period

At the end of 4th paragraph of Sub-Clause the following is added:
"or a mutually agreed period."

Sub-Clause 30.5 Failure to Remedy Defects

In first line after the words "reasonable time" the following is added:
"fixed by the Engineer".

Sub-Clause 30.9 Defects in Employer's and Engineer's Designs

Sub-Clause 30.9 is deleted in its entirety.

The following new Sub-Clause 30.13 is added:

Sub-Clause 30.13 Unfulfilled Obligations

"After the Defects Liability Certificate has been issued, the Contractor and the Employer shall remain liable for the fulfillment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force."

Sub-Clause 31.1 Engineer's Right to Vary

The following is added at the end of second paragraph:

"No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 31. Provided that whether the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor".

Payment Procedure

The procedures to be followed in applying for certification and making payments shall be as follows:

The Contractor will submit its invoices to the Engineer who will certify the payable amount recommending the (undisputed) amount to the Employer within 28 (Twenty Eight) days of receipt of invoices from the Contractor so that the Employer would arrange the payment to the Contractor within next 14 (Fourteen) days for Interim Payment Certificate & within next 28 (Twenty Eight) days for Final Payment Certificate, through Letter of Credit or Cheque as the case may be."

The following new Sub-Clauses 33.1.1 to 33.1.5 are added:

Sub-Clause 33.1.1 Retention of Payment

"If at any time any payment would fall due for Works or part of Works and, if there shall be any defect in part of such Works in respect of which such payment is proposed, the Employer may retain the whole or any part of such payment. Any sum retained by the Employer pursuant to the provisions of this Clause shall be paid to the Contractor after the said defect is removed."

Sub-Clause 33.1.2 Payment Where Taking-Over Certificate Issued for Section or Part of Works

"If any section or part of the Works shall be taken-over separately under Clause 29 (Taking-Over) hereof, the payments herein provided for on or after Taking-Over shall be made in respect of the section or part taken-over and reference to the price shall mean such part of the price as shall, in the absence of agreement, be apportioned thereto by the Engineer."

Sub-Clause 33.1.3 Extra Payment

No extra payment in respect of overtime, additional materials, or special conditions or hardship shall be claimed by the Contractor unless otherwise provided in the Contract or such payments have been previously authorized in writing by the Engineer or the Employer.

Sub-Clause 33.1.4 Breakdown of Lump Sum Items

For the purposes of statements submitted in accordance with Sub-Clause 33.1 hereof, the Contractor shall submit to the Engineer, within twenty eight (28) days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Bid. Such breakdowns shall be subject to the approval of the Engineer.

Sub-Clause 33.1.5 Mode of Payment

All payments in shall be directly disbursed to the Contractor upon receipt of application for certification of payment by the Employer and Engineer.

Sub-Clause 33.2 Method of Application

The following paragraph is added:

The Contractor shall submit to the Employer/Engineer six (6) copies of the Application for Certificate of Payment (invoices) each signed by the Contractor and in such form as the Employer/Engineer may from time to time prescribe.

The Employer/Engineer shall examine such invoices within the time stated in Preamble. After such time each invoice will be deemed to have been accepted. After such time each invoice amounts are not accepted by the Engineer/ Employer which has to be communicated giving the reasons in writing to the Contractor within the same time. If such exceptions made by the Engineer/ Employer are not acceptable to the Contractor he will justify his claims by attaching all necessary documentation and include such items in the next invoice. However, the portions of such invoices accepted by the Engineer/ Employer shall be due without delay.

Sub-Clause 33.5 Payment

The text of Sub-Clause 33.5 is deleted and substituted by the following:

"The amount due to the Contractor under any Certificate of Payment issued by the Engineer pursuant to this Clause, or to any other term of the Contract shall, subject to Clause 27, be paid by the Employer to the Contractor within a period mentioned in the Preamble to Conditions of Contract after such Certificate of Payment has been delivered to the Employer, or in the case of the Final Certificate of Payment referred to in Sub-Clause 33.10 within a period mentioned in the Preamble to Conditions of Contract after such Final Certificate of Payment has been delivered to the Employer.

Deduction shall be made from the net amounts payable to the Contractor of any sum(s) in accordance with the prevalent Federal and/or Provincial laws, provided that no such deduction shall be made from those payments in respect of which the Contractor has obtained exemption under the Law."

Sub-Clause 33.6 Delayed Payment

The text of Sub-Clause 33.6 is deleted and substituted by the following:

"In the event of the failure of the Employer to make payment within the times stated in Sub-Clause 33.5, the Employer shall pay to the Contractor compensation at the rate of 8% percent for local currency per annum upon all local currency sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to Contractor's entitlement under Sub-Clause 46.1."

Sub-Clause 33.8 Payment by Measurement

The text of Sub-Clause 33.8 is replaced with the following:

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in accordance with the Contract of Work done in accordance

with the Contract. He shall, when he requires any work to be measured, give notice to the Contractor's Agent who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's Representative in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the Work. For the purpose of measuring any work to be measured by records, the Engineer's Representative shall prepare records month by month of such work and the Contractor as and when called upon to do so in writing shall within (14) days attend to examine and agree with such records with the Engineer's Representative and shall sign the same when so agreed and if the Contractor does not attend to examine and agree, any such records shall be taken to be correct. If after examination of such records the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall within fourteen (14) days of such examination lodge with the Engineer's Representative for decision by the Engineer notice in writing of the respects in which such records are claimed by him to be incorrect.

The following Sub-Clauses 33.12 to 33.14 are added:

Sub-Clause 33.12 Withholding of Payment

If the Works or any parts thereof are not being carried out to the Engineer's satisfaction and in order to protect the Employer from loss on account of:

- (a) defective work not rectified
- (b) guarantees not met
- (c) claims filed against the Contractor
- (d) failure of the Contractor to make payments due for Plant procured or labour employed by him.
- (e) damage to any other contractor employed by the Employer.
- (f) Contractor's non-compliance with the Contract
- (g) any Government dues recoverable from the Contractor if notified by the Government

The Engineer may notify withholding of such payments or part thereof as may, in his opinion, be related to the aforesaid reasons/grounds. When the reasons/grounds for withholding the payment are removed by the Contractor, the Engineer shall upon being satisfied to that effect issue Certificate of Payment in respect of withheld amounts."

Sub-Clause 33.13 Payment Deductions

All costs, damages, or expenses which the Employer shall have paid for which the Contractor is liable under the terms and conditions of the Contract, may be deducted by the Employer from any monies due or becoming due to the Contractor from the Employer.

Sub-Clause 33.14 Cost Account Statement

Before completion of the Project, the Contractor shall submit a completion Cost Account Statement of all works performed hereunder broken down in such detail and using cost account codes as the Employer may direct.

Sub-Clause 35.1 Payment in Foreign Currencies

The text of Sub-Clause 35.1 is deleted and substituted by the following:

"All the payments under this Contract shall be made in local currency (Pakistan Rupees) Only."

Sub-Clause 35.2 Currency Restrictions

The text of Sub-Clause 35.2 is deleted in it's entirety.

Sub-Clause 35.3 Rates of Exchange

The text of Sub-Clause 35.3 is deleted in it's entirety

Sub-Clause 36.4 Payment Against Provisional Sums

The text of Sub-Clause 36.4 is deleted and substituted by the following:

"Provisional Sums, if any will be expended on the direction of the Engineer through Variation Orders which would be valued in accordance with the provisions of Clause 31 Conditions of Contract."

Sub-Clause 37.2 Employer's Risks

The text of Sub-Clause 37.2 is deleted and substituted by the following:

The Employer's Risks are:

- (a) (Insofar as they relate to Pakistan) war and hostilities (whether war be declared or not), invasion, act of foreign enemies:
- (b) (Insofar as they relate to Pakistan) rebellion, revolution, insurrection, military or usurped power or civil war:
- (c) ionizing radiation or contamination by radioactivity from any nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof:
- (d) pressure waves caused by aircraft travelling at sonic or supersonic speed:
- (e) (Insofar as they relate to Pakistan) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors.
- (f) use or occupation of the Work or any part thereof by the Employer:
- (g) fault, error, defect or omission in the design of any part of the Works by the

Engineer, Employer or those for whom the Employer is responsible for which the Contractor has disclaimed responsibility in writing within a reasonable time after the receipt of such design:

- (h) the use or occupation of the Site by the Works or any part thereof, or for the purposes of the Contract: or interference, whether temporary or permanent with any right of way, light, air or water or with any easement, wayleaves or right of a similar nature which is the inevitable result of the construction of the Works in accordance with the Contract:
- (i) the right of the Employer to construct the Works or any part thereof on, over, under, in or through any land:
- (j) damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract:
- (k) the act, neglect or omission or breach of contract or of statutory duty of the Engineer, the Employer or other contractors engaged by the Employer or of their respective employees or agents.

Sub-Clause 39.2 Loss or Damage Before Risk Transfer Date

The words "by arbitration under Clause 50" are deleted and substituted "by the Engineer".

The following new Sub-Clause 39.4 is added:

Sub-Clause 39.4 Duty to Minimize Delay

"Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure risks

The Contractor shall give notice to the Employer and vice versa the Employer shall give notice to the Contractor in case of foreseeable delay by the Force Majeure risks.

Sub-Clause 40.2 Employer's Liability

The text of Sub-Clause 40.2 from the words "death or personal injury" to the end of the Sub-Clause, is deleted and substituted by the following:

"..... (other than the Works) death or personal injury to the extent caused by those of the Employer's Risks listed in paragraphs (f), (g), (h), (i), (j), and (k) of Sub-Clause 37.2 but not otherwise".

Sub-Clause 42.2 Maximum Liability

The words "the sum stated in the Preamble to Conditions of Contract or if no such

sum is stated" appearing in 2nd line of Sub-Clause are deleted.

Sub-Clause 42.6 Foreseen Damages

Sub-Clause 42.6 is deleted in its entirety.

Insurance

Sub-Clause 43.1(a) The Works

The risks to be insured are:

- (i) Fire, smokes, explosion, falling objects, earthquake, perils of the sea, tempest, impact by aircraft or land vehicle, aircraft and other aerial devices or articles dropped therefrom, lightning, strike, riot, civil commotion, escape of water, inundation, rain, snow, land slides, flood, act of God, vandalism or malicious damage, windstorm or hail storm and;
- (ii) Collision, upset, overturn, derailment, stranding or sinking of an automobile or any conveyance of a common carrier by land, water or air in which the Plant or any part thereof is being carried including overland transportation in Pakistan from port of entry to the Site, and
- (iii) Theft, burglary or attempted theft or burglary, and
- (iv) Any loss or damage during pre-erection storage, and
- (v) Faults in construction and erection, lack of skill, lack of experience, negligence, malicious act, and
- (vi) any other sudden and unforeseen event such as loss or damage due to collapse etc. on site, transport of items to be erected, and
- (vii) Actions of the Employer in the operation of plant or part thereof on behalf of the Contractor.

Sub-Clause 43.1.1 Marine Insurance of Plant

- (1) The Contractor shall in the joint names of the Contractor and the Employer, obtain Marine Cargo All Risks Insurance to cover loss or damage to the Plant or part thereof during transport.
- (2) The insurance for each consignment of Plant or part thereof shall attach from the time the Plant or part thereof leave the warehouse or place of storage and terminate after ninety (90) days on its completion of unloading at the Site or until insurance survey whichever occurs first. Upon arrival of each consignment at the Site, the Contractor shall, immediately arrange insurance survey by the insurance company.
- (3) The sum insured for imported Plant or part thereof shall be for its full replacement value at the Site i.e. 100 % CIF value at the Site for each

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consignment of the Plant or part thereof plus not less than 30 % of CIF value at the Site to cover any additional costs resulting from loss or damage thereof.

- (4) The Insurance Policy for imported Plant etc. shall be on "All Risks" basis and shall not be limited to the attachment/endorsement of following clauses:
- (a) Institute Cargo Clauses (A)
 - (b) Institute War Clauses (Cargo)
 - (c) Institute Strikes Clauses (Cargo)
 - (d) Institute Cargo Clauses (Air) excluding sending by Post
 - (e) Institute War Clauses (Air Cargo) excluding sending by Post.
 - (f) Institute Strikes Clauses (Air Cargo)
 - (g) Special Replacement Clauses (Air)
 - (h) Institute Theft, Pilferage and Non-delivery Clauses

Sub-Clause 43.1.2 Erection/Construction All Risks Insurance

- (1) The Contractor shall insure the Works or part thereof in the joint names of the Contractor and the Employer.
- (a) from the date following the completion of the first unloading at the Site of the Plant or part thereof and other materials (to be used for construction or erection) and from commencement of Works at Site until the Risk Transfer Date against any loss or damage caused by any of the Contractor's risks and any other risks specified in Sub-Clause 43.1.(a) above and
 - (b) during the Defects Liability Period against any loss or damage which is caused either:
 - (i) by the Contractor in completing any outstanding work or complying with his obligations under Clause 30, or
 - (ii) by any of the Contractor's risks and any other risks specified in Sub-Clause 43.1(a) above, which occurred prior to the Risk Transfer Date.
- (2) The sum insured shall be the full replacement value at the Site, which includes:
- (a) (i) FOB value of imported Plant to be erected
 - (ii) Ex-factory value of Indigenous Plant to be erected, if any

- (b) freight and insurance including local transport
- (c) customs duties and taxes etc.
- (d) cost of erection
- (e) cost of civil engineering work including escalation
- (f) clearance of debris, maximum @ 5 % of minimum amount of Third Party Liability Insurance

Plus 30% to cover any additional costs resulting from loss or damage thereof.

Sub-Clause 43.1.3 General

Should a loss be sustained, the Contractor shall replace or repair any loss or damage at his own cost and complete the Works in accordance with the Contract as soon as possible after occurrence of such loss or damages, without waiting for the settlement of the insurance claim.

Sub-Clause 43.2 Contractor's Equipment

The text of Sub-Clause 43.2 is deleted and substituted by the following:

"The Contractor shall insure the Contractor's Equipment for its full replacement value while on the Site against all loss or damage caused by any of the Contractor's Risks."

Sub-Clause 43.7 Remedies on the Contractor's Failure to Insure

In 3rd line after the word, "purpose", the expressions- "and reasonable costs including the man-hours costs of Employer's Personnel" are added.

The following New Sub-Clause 43.9 to 43.11 is added:

Sub-Clause 43.9 Contractor to Notify

"It shall be the responsibility of the Contractor to notify the insurance company of any changes in nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract."

Sub-Clause 43.10 Procurement of Insurance Policies

The Contractor shall submit to the Engineer for review, the draft of the insurance policies to be procured under this Contract as soon as possible after receipt of Letter of Acceptance so that terms of the policies may be agreed and approved by the Employer.

Sub-Clause 43.11 Insurance Company

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The policies of marine insurance and all other insurances with respect to Contractor's operations in Pakistan shall be effected with any of the insurance company acceptable to the Employer operating in Pakistan with financial strength rating of AA approved by Pakistan Credit Rating Agency (PACRA) or JCR including National Insurance Corporation (NIC) of Pakistan.

Sub-Clause 44.6 Damage Caused by Force Majeure

At the end of the Sub-Clause 44.6 the following is added:

"However the Contractor shall put up his claim to the Employer / Engineer with full details and justification."

Sub-Clause 44.8 Payment on Termination for Force Majeure

Text in sub-para (c) is deleted and para (d) and (e) are re-numbered as (c) and (d).

Sub-Clause 44.10 Force Majeure Affecting Engineer's Duties

Sub-Clause 44.10 is deleted in its entirety.

Sub-Clause 45.2 Contractor's Default

The following paragraph is added at the end of Sub-Clause 45.2.

"The Employer or such other contractor may use for such completion any Contractor's Equipment which is upon the Site as he or they may think proper, and the Employer shall pay the Contractor a reasonable compensation for such use".

Sub-Clause 45.4 Payment after Termination

The text of Sub-Clause 45.4 is deleted and substituted by the following:

"The Employer shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Engineer shall certify the total cost of such completion of Works.

The Employer may recover the extra cost of such completion, as certified by the Engineer, from any sums otherwise due and payable to the Contractor and/or by disposing of the Contractor's Equipment and stores taken over by the Employer under this Clause or as otherwise provided by law. If there is no such extra cost the Employer shall pay any balance due to the Contractor."

The following new Sub-Clause 45.6 is added:

"Sub-Clause 45.6 Integrity Pact

If the Contractor, or any of his Sub-contractors, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward:

- (a) for doing or forbearing to do any action in relation to the Contract with the Engineer/Employer, or
- (b) for showing or forbearing to show favour or disfavour to any person in relation to the Contract or to any other contract with the Engineer/Employer.

then the Employer may, after having given 14 days' notice to the Contractor, terminate the Contract and expel him from the Site, and the provision of this Clause shall apply as if such termination and expulsion had been made under Sub-Clause 45.2."

Sub-Clause 46.1 Employer's Default

The comma and the word "or" at the end of paragraph (d) of Sub-Clause 46.1 are deleted and substituted by period (.) Paragraph (e) of Sub-Clause 46.1 is deleted.

Sub-Clause 46.3 Payment on Termination for Employer's Default

The words "including loss of profit" in the second paragraph of Sub-Clause 46.3 are deleted.

Sub-Clause 47.1 Price Adjustment

The Contract is not subject to Price Adjustment.

Sub-Clause 48.1(A) Local Taxation

The rates and prices quoted by the Contractor in the Schedule of Prices shall be deemed to have included (i) business taxes, income tax, super tax and other taxes on income, and (ii) fees charged for services provided under this Contract.

Sub-Clause 48.2 Clearance Through Customs

Following is added at the end.

"All the cost incurred on account of transportation, import duties and taxes and all other costs attributable to customs clearance shall be sole responsibility of the contractor and shall be deemed included in the rate quoted by the Contractor."

Sub-Clause 48.3 Port Charges and Port Congestion

The Contractor shall be deemed to have obtained all information regarding facilities and charges, in respect of port clearance, loading and unloading, storage, transportation, congestion and confirmed the requirements thereof at his own responsibility and all such costs and charges are deemed to be included in the rates and prices of the Schedule of Prices.

Sub-Clause 49.1 Notices to Contractor

The following paragraph is added at the end of Sub-Clause 49.1:

"For the purposes of Sub-Clause 49.1, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract."

Sub-Clause 50 Disputes & Arbitration

Clause 50 is deleted and in its place the following Sub-Clauses 50.1 to 50.5 are inserted:

"50.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the fifty sixth (56) day after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

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 unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

In any case where the Conditions of Contract provide that the decision of the Engineer is to be final and conclusive, such decision shall not be referable to arbitration under this Clause nor shall the same be questioned in any other form of proceedings whatsoever.

50.2 If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the fifty sixth (56) day after the day on which he received the reference, then either the Employer or the Contractor may, on or before the twenty eighth (28) day after the day on which the said period of fifty six (56) days expired, as the case may be, give notice to the other party to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 50.5, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notification of intention to commence arbitration as to such dispute has been given by either the Employer or the

Contractor on or before the twenty eighth (28) day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

50.3 Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 50.2, arbitration of such dispute shall not be commenced unless an attempt has first been made by the parties to settle such dispute amicably through mutual negotiation within ninety (90) days from the date of notification of Engineer's decision.

50.4 Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 50.1 and
- (b) amicable settlement has not been started/reached within the period stated in Sub-Clause 50.3

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Pakistan Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended, by one or more arbitrators appointed under such Rules.

The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer for the purpose of obtaining said decision pursuant to Sub-Clause 50.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

The venue of arbitration proceedings shall be the place in Pakistan as mentioned in the Preamble to Conditions of Contract.

50.5 Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 50.1 or 50.2 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 50.4. The provisions of Sub-Clauses 50.1 to 50.2 shall not apply to any such reference."

Additional Conditions

52. Liens

Each contractor, for himself and for any persons directly or indirectly responsible to him, and for his or their material, equipment and employees, and for all other persons performing any labor or furnishing any labor or material for any/or all of the Work covered by his Contract, will be required to

release or waive, to the full extent permitted by law, all mechanical and other liens, for or on account of the Work done or equipment and material furnished hereunder and the improvements or structures herein same may be incorporated, and the land to which they are appurtenant shall at all times be free and clear of all such liens.

53.1 Payment of Income Tax, Etc.

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Super Tax, and other taxes on income arising out of the Contract, and the rates and prices stated in the priced Schedule of Prices shall be deemed to cover all such taxes.

53.2 Personnel, Taxes and Duties

The Contractor or his personnel shall pay all personal income tax or other taxes due in Pakistan, if any, for the personnel employed by the Contractor for implementing the work or any other activity required by the Contract. The Contractor shall obtain, at his own cost, work permits from competent authorities to enable any foreign personnel to work in Pakistan. The Contractor shall be responsible for all formalities in connection with passports, obtaining visas, police permits, and expenses for customs duties, if any, related to personal goods of foreign personnel employed on the Project. However, the Employer will, if requested, assist the Contractor in obtaining visas and work permits.

53.3 Income Taxes Provisions in Subcontracts

Provisions to the like effect as those contained in this Clause shall be incorporated in Subcontracts.

54. Liability of the Contractor

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

55. Joint and Several Liability

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

56. Details to be Confidential

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


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Pakistan Sports Board
Islamabad

STANDARD FORMS

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Assistant Engineer (Electronics)
Pakistan Super Grid
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FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____
Name of Principal (Bidder) with address: _____

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

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

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

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders.

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

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

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

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

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

Guarantor (Bank)

Witness:

Signature _____

1. _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)


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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) The Preamble to Conditions of Contract
 - (e) The Particular Conditions of Contract
 - (f) The General Conditions of Contract
 - (g) The priced Schedule of Prices
 - (h) The completed Schedules to Bid
 - (i) The Specifications
 - (j) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.


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Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)


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Assistant Engineer (Electronic)
Pakistan Sports Board
Islamabad

**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: _____
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 30, Defects after Taking Over, 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

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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.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)


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Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

FORM OF BANK GUARANTEE/BOND FOR ADVANCE PAYMENT

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

WHEREAS the _____ (hereinafter called the Employer) has entered into a Contract for _____
_____ (Particulars of Contract), with
_____ (hereinafter called the Contractor).

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

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

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

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

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

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

This guarantee shall expire not later than _____ by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the

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Assistant Engineer (E.S.)
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total amount to be claimed hereunder.

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)


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Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SPECIFICATIONS
SPECIAL PROVISIONS

MUHAMMAD ILYAS
Assistant Engineer
Pakistan Sports Board
(Islamabad)

SPECIFICATIONS – SPECIAL PROVISIONS

1. GENERAL

- 1.1 Specifications – Special Provisions shall form an integral part of Bidding & Contract documents.
- 1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions.

2. DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

The Employer intends to complete Supply, Installation, Testing & Commissioning of Flood Lights and Poles for Practice Matches at Naseer Bunda Hockey Stadium Pakistan Sports Board, Islamabad”.

The Employer will give to the Contractor possession of the area designated and defined as the Site and shown on the drawing as may be required to implement as much of the Works, when the Engineer's Notice to Commence the Works is given.

3. CODES, STANDARDS AND CERTIFICATES

A. Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained:

ACI	- American Concrete Institute (USA)
AISI	- American Iron and Steel Institute (USA)
AISC	- American Institute of Steel Construction (USA)
ANSI	- American National Standard Institute (USA)
ASTM	- American Society for Testing and Materials (USA)
AASHTO	- American Association of State Highway & Transportation Officials.
AWS	- American Welding Society (USA)
BS	- British Standards (UK)
CP	- Codes of Practice (UK)
PS	- Pakistan Standards (Pak)
SSPC	- Steel Structures Painting Council (USA)
UBC	- Uniform Building Code (USA)
USBR	- United States Bureau of Reclamation (USA)

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

B. Standards other than those Specified

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Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

C. Codes and Standards at Site

The Contractor shall supply and have at his site office: -

- a) Copies of all latest editions of codes and standards referred to in these Specifications or equivalent codes and standards as approved by the Engineer.
- b) Catalogues and published recommendations from manufacturers supplying products and materials for the project.
- c) The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

4. MANUFACTURER'S RECOMMENDATIONS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

5. UNITS OF MEASUREMENTS

Both FPS and MKS System of Units shall be used throughout the Project, as mentioned.

6. PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

7. STORAGE & HANDLING FACILITIES

The Contractor shall make his own arrangements for providing the necessary

space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

8. FIELD LABORATORY AND TESTING

8.1 General

The Contractor shall provide and maintain a field laboratory equipped with approved equipment to perform all the tests required by the Engineer. The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing and quality control programme to be established by the Contractor and approved by the Engineer. The Engineer may however, require certain tests to be performed in any other laboratory designated by him.

The Contractor shall provide technical and laboratory helpers to the Engineer for testing.

The Field Laboratory, including all equipment and staff shall be placed at the disposal and direction of the Engineer during the Contract.

The Contractor shall keep a complete record of all quality tests performed on site.

All quality control tests shall be carried out in accordance with applicable standards and codes.

8.2. Field Laboratory Equipment Requirements

The Laboratory shall be equipped with new unused and latest Equipment to perform tests as per Technical Specifications and General Conditions of Contract. Additional equipment/materials shall be supplied by the Contractor as and when required by the Engineer to perform any specified test, at no additional cost to the Employer.

8.3. Testing Laboratory Certificates

The Engineer may accept test result and a certificate from a commercial testing laboratory, certifying that the product has been tested within a specified period acceptable to the Engineer and that it conforms to the requirements of these Specifications. Contractor shall seek prior approval of the laboratory from the Engineer before carrying out any test.

8.4. Method of Payment

The cost of providing running and maintenance of the laboratory, equipment, materials and staff, testing charges for materials supplied by the Employer and all other tests to be performed in any other laboratory designated by the Engineer shall be deemed to be included in the price quoted by the Contractor and no separate claim for payment on this account shall be entertained by the Engineer. Further

more the cost of any additional laboratory, field and shop tests required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

In case the Contractor does not provide the specified equipment or testing facility from another approved laboratory, cost of testing plus 100 percent overheads shall be recovered from his bills.

9. SURVEYING INSTRUMENTS

9.1 General

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works along with qualified Surveyors and Survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be made available to the Engineer when requested. All surveying equipment shall be in good working condition.

9.2 Surveying Equipment Required

The Contractor shall provide and maintain the following surveying equipment at site as per requirements.

- | | |
|--|-----------------------------|
| a) Electronic distance measuring device complete with (400 grades) Universal Theodolite with data logger, aiming head and standard equipment supplied by the manufacturer, including tripod, control unit stand, batteries, charging unit, pole reflector, single prism reflector, three, six and nine prism reflectors complete with tripods and Traverse Equipment for Theodolite. | 01 + 01 Nos. |
| b) Automatic Levels with tripods and staff | 01 + 01 Nos. |
| c) Steel measuring tapes 50 m long | 03 + 01 Nos. |
| d) Steel measuring tapes 20 m long | 03 + 01 Nos. |
| e) All other miscellaneous tools, equipment and materials required in surveying. | As directed by the Engineer |

Note: One set of equipment given from Sr. No. a to d is to be provided for exclusive use of Employer/Engineer.


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 Assistant Engineer (Electronics)
 Pakistan Sports Board
 Islamabad

10. APPROVAL OF MATERIALS AND PLANT

10.1 Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workman like manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

10.2 Submission of Samples and Data

- 10.2.1 The Contractor shall furnish for approval of the Engineer and consent of the Employer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness 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 in accordance with approved samples.
- 10.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 10.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.
- 10.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.
- 10.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.
- 10.2.6 In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.

10.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

10.2.8 The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the Engineer.

The Mock-up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.

10.2.9 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.

10.3 Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

10.4 Approved Sample at Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer as and when required.

11. BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

12. DRAWINGS

12.1 Bid Drawings

Bid Drawings issued with the Bidding Documents, called the Bid Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 12.2 hereof.

12.2 Construction Drawings, Supplementary Drawings

After award of Contract, the Bid Drawings will automatically become Construction Drawings.

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall follow these drawings.

When additional information regarding the geological formations or other conditions becomes available, the Engineer may find it desirable to change dimensions or design of one or more of the features of the Works to conform to the newly disclosed conditions. The Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such reasonable changes in the Works.

12.3 Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 12.1 and 12.2 above.

12.4 Checking of Drawings

The Contractor shall check all Drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

12.5 Copies of Drawings

Drawings will be issued to the Contractor as described below.

10.5.1 Bid Drawings (at Construction stage)

Three (3) sets of the Bid Drawings will be issued to the Contractor at the time of Construction free of charge. Additional sets will be provided at cost of reproduction to be borne by the Contractor upon written request of the Contractor.

10.5.2 Supplementary Drawings

Three (3) prints of each supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction to be borne by the Contractor upon written request of the Contractor.

12.6 Drawings to Be Furnished by the Contractor

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The Contractor shall submit to the Engineer for review, such drawings as are required under the Contract, sufficiently in advance of the work intended to be executed.

12.6.1 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 11 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

12.6.2 Shop Drawings

- (a) The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least twenty-eight (28) days before they are required for use. The Engineer may notify the Contractor that a drawing fails to comply with the relevant requirement of the Contract, in which case the drawing shall be rectified and resubmitted for approval at the Contractor's cost. Fabrication or construction shall not commence on any part of the Works until the shop drawings or construction drawings for that part of the Works have been approved by the Engineer.

The Works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Engineer instructs that further drawings are necessary for executing the Works, the Contractor shall prepare such drawings and submit them for approval.

The Contractor at his cost shall rectify errors, omission, ambiguities, inadequacies and other defects.

Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contract.

- (b) The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor / supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to

be used, finishes, type of shop paint and all other details in connection thereto.

- (c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.
- (d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.
- (e) No work in the shop shall be started and no material or plant 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 time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.
- (f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

12.6.3 As-Built Drawings

The Contractor shall, at all times, keep on Site a separate set of prints of all drawings on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. The Subcontractor(s) for plumbing, mechanical and electrical shall, at all times, keep on Site, a separate set of prints of the drawings (showing their parts of the Works) on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. Such drawings shall show the exact physical location and configuration of the works as actually installed.

The Contractor shall, within fourteen (14) days of issuance of Taking-Over Certificate for whole of the Works, furnish to the Engineer for his approval two (2) copies of such marked up

drawings. One (1) copy of each of the marked up drawings approved by the Engineer shall be returned to the Contractor by the Engineer and these shall be used for the preparation of the As - Built Drawings.

The Contractor shall furnish to the Engineer six (6) complete sets and of all As -Built Drawings within twenty-eight (28) days of receipt of drawings stated above, from the Engineer.

13. PROTECTION OF THE WORKS

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

14. RESTORATION AND CLEANING

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved by the Engineer.

15. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

15.1 Contractor's Office, Facilities Etc.

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office, labour camps, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire fighting equipment etc. The Contractor shall be solely responsible for arranging

all utilities and the Contractor shall setup, maintain and operate an architectural and engineering facility at site with adequate number of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall make arrangements for his own camp, workshops, yards, storage areas, and areas for erection of equipment, offices & offices for the Engineer and the Employer outside the site area and all approvals & permissions in this regard from the concerned authorities for all such facilities shall be the responsibility of the Contractor.

15.2 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 regularly spraying water and compaction as directed.

15.3 Temporary Services

15.3.1 Temporary Water Supply

The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. The Contractor shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

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

15.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. If the Contractor is un-able to arrange a temporary electrical connection, then he shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working condition throughout the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractor and the offices of the Engineer/Employer, during construction at site. Should the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with

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other generating set/s to the satisfaction of the Employer as well as the Engineer.

A temporary lighting system shall be furnished, installed and maintained by the Contractor as required to satisfy the minimum requirements for safety and security and to the satisfaction of the Engineer.

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

15.3.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluent, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

15.3.4 Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

15.4 Sign Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer one (01) Sign Board of dimensions approved by the Engineer. The Sign Board shall be made of metal. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer and the Contractor both in English and Urdu Language.

15.5 Site Office for Employer/Engineer and Engineer's Staff

Not Applicable

15.6 Site Facilities to Be Provided by the Contractor

15.6.1 General

Without prejudice to the generality of the various clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following.

15.6.2 Labour Camps and Staff Residences

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 1960 and all other applicable provisions of the Pakistan Labour Laws.

15.6.3 Administrative and Field Office

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for Operation and Maintenance, furniture, equipment, appliances, janitor services and security of the same.

15.6.4 Work yards and Storage Areas

The Contractor shall provide, operate and maintain all sheds, fencing, foundations and all above ground structures required to store material or equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

15.6.5 Water Supply, Sewerage System and Electricity


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The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities. If the Contractor is un-able to arrange a temporary electrical connection, then he shall arrange and furnish an Electric Power Generating set (with sufficient generating capacity to meet the required demand of electricity) at site and maintain the generating set in perfect working condition through-out the duration of Contract.

15.6.6 Medical Care

The Contractor shall arrange provision of adequate medical facilities for his employees.

Adequately equipped and properly staffed first aid stations or dispensaries shall be provided by the Contractor at camps and other strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering first-aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and of Section III of the Manual "Safety Requirements for Construction by Contract", published by the Employer, and shall be subject to approval by the Engineer.

15.6.7 Internet / Mobile Bills

The Contractor shall also be responsible for paying Internet / Mobile Bills maximum up to Rs. 10,000/- per month to be used by the Client / Engineer and 2 No. Evo for internet purpose with Rs. 3,500/- recharge monthly.

15.6.8 Other Facilities

The Contractor shall also be responsible for providing at his own cost other facilities for his own staff and labour such as educational, recreational, transport, telephone and catering if required.

16. CONSTRUCTION PROCEDURES

The Contractor shall submit to the Engineer his proposed construction procedures in accordance with the General Conditions of Contract.

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts and the Contractor shall obey these orders without any additional payments and without any objections or request for compensation.

17. NOTIFICATION TO ENGINEER

The Engineer shall be notified weekly in writing of the nature and location of the Works the Contractor intends to perform during the next week so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

18. NIGHT WORK

When work is done at night the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

19. 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.

20. CO-ORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to keep-up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the Project in accordance with the approved programme of the Works and in accordance with the Engineer's instructions. Should a disagreement or dispute arise between the Contractor and other contractors, the same shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith. In case the access to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with and permit all reasonable access to other Contractors.

21. ACCIDENT PREVENTION, SAFETY MEASURES AND PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub- contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

The Contractor shall provide and maintain 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 at the Contractor's cost.

The Contractor shall also provide and maintain all false work, scaffolding and handrails which shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

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

As the work at site is expected to be carried out round the clock, the Contractor shall keep and maintain at all times a transport facility to move the patients to the hospital in case of an emergency.

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

Safety netting shall be provided at all levels where work is in progress, all around the building.

22. SETTING OUT OF WORK AND SURVEY

22.1 Reference Points, Lines

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labour for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established bench-marks and reference points.

22.2 Verification

The Engineer may make checks as the work progress to verify lines and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments

are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall provide experienced construction surveyors with adequate experience in the construction surveys similar in nature as required by this Contract.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least one week before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- (a) Structure points shall be set within 0.01-foot accuracy from point to point, except where tighter tolerances are required.
- (b) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.
- (c) Permissible closing error for a levelling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labour required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work or left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying. Corrections by ruling or lining out errors will be satisfactory.

The cost of all materials, equipment, surveyors and labour required for surveys for the Works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities and no separate measurement and payment in their respect shall be made.

22.3 Survey Instruments

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions to enable the Engineer's Representative to check levels and lines of the work at all times.

23. ENVIRONMENTAL PROTECTION

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works. Except where clearing is required for the Permanent Works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

24. INSPECTION OF WORKS

Contractor shall get approval of the form of request to be submitted by him for inspection. Daily in the morning Contractor shall submit request on approved format for the work to be performed during the day for inspection of the Engineer. Engineer shall assign his staff and approve/disapprove the works and return signed copy of request to the Contractor.

25. PAYMENT OF WORK

No payment shall be made for the works involved within the scope of this section or Special Provision of specification unless otherwise specifically stated in the Bills of Quantities or herein.

The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.


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**SPECIFICATIONS
TECHNICAL PROVISIONS
(SEPERATE VOLUME-III)**

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1. TECHNICAL SPECIFICATION

The work shall be carried out as per applicable international standards. In case of discrepancy between technical specification and BOQ, the BOQ prevails.

SECTION-I SPECIFICATIONS (GENERAL)

Section 1.1: **Scope of Work**

The specification covers the general requirement for Supply, Installation, Testing & Commissioning of Flood Lights and Poles for Practice at Naseer Bunda Hockey Stadium Pakistan Sports Board, Islamabad”.

1. Bidder should submit lighting design prepared by manufacturers of light fitting given in the tender document using AGI 32 or Dialux software.
2. The design should accomplish the uniform horizontal and vertical distribution of Lux.
3. Bidder should choose the wattage of light fixture not less than/nearest to the wattage mentioned in the tender document with prior approval from the Engineer.
4. The Contractor shall ensure all floodlights are accurately aimed to provide uniform lux distribution, eliminate dark zones, and minimize glare.
5. All work shall be performed under the supervision of experienced lighting technicians.
6. Proper safety measures and tools (e.g., boom lifts, harnesses, lockout procedures) must be used at all times
7. Use of professional aiming tools (laser pointers, goniometers, or OEM-recommended devices) is mandatory.
8. Aiming shall be based on the approved lux level distribution plan, including beam angles, tilt, and orientation.
9. Adjustments to each light fixture must be done precisely to match the required beam aiming coordinates.
10. After completion of aiming, lux level measurements shall be carried out at ground level at predefined grid points (e.g., every 5 meters), Measuring both horizontal

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and vertical illumination

11. The lux levels shall meet the relevant standard for the intended use (e.g., minimum 150-200 lux horizontal average, uniformity ≥ 0.5).
12. Prior to aiming, all luminaires shall be visually inspected and cleaned (if necessary) to remove dust, debris, or obstructions affecting light output.
13. Any physical damage or malfunctioning fixture shall be reported to the Engineer.

Standards and Guidelines

14. Contractor will submit final documentation including tilt angles, beam direction, and mounting positions of each luminaire. Lux Measurement Report: Grid-wise lux readings and uniformity ratio after completion. And visual Documentation: Photos or video clips of field illumination (if required by Engineer).
15. Contractor shall use, Certified lux meter (digital, calibrated), Laser or optical aiming devices.
16. Aiming to be carried out during low-light conditions (evening/night) to verify field lighting performance accurately.
17. Coordination with stadium authorities for power access and operation of lights is essential.
18. Any temporary disconnection of lighting system must be with prior approval.
19. The Contractor shall offer a free re-aiming service within 12 months if lux uniformity falls below acceptable levels due to aiming shifts not caused by external damage.
20. Aiming shall be locked/fixed after alignment to prevent post-adjustment drift.


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Section 1.2. Technical specifications Of Flood Light and Poles (To be filled & submitted along with technical bid)

Name of equipment's/items	As Per NIT	Make/Model/ Specifications offered By Bidder
Flood Light Pole	20m Octagonal pole GI steel Pole with multiway bracket, base flange, anchor bolts as per drawing attached	
Make	Bidder to Specify	
Make of LED Chip	Nichia/Cree/Philips	
Model	Bidder to specify	
Body of fittings/housing	Powder coated ,die-cast aluminum housing.	
Minimum System Wattage	1000W(+/- 10%)	
Available Beam angle options (final beam angles to be decided as per actual site condition)	As per Design	
Operating voltage	100~400V/ VAC	
Lumens maintenance L70 at 50 degree	At least 50,000 burning hours at L70 B50 at +45° Centigrade. (Test report shall be submitted)	
LED efficiency	135-145 Lm/W	
Total Lumen Output	135000-145000 Lumens per Fixture	
CRI	≥ 70	
Viewing angle	120°	
Operating at ambient Temperature range	-10 to + 50 centigrade (Test report shall be submitted)	
IP Protection	IP66 (Test report shall be submitted)	
Impact Resistance	IK08 or higher	

Power Factor	≥0.95	
Luminaire Connectors	Integral male female waterproof connectors IP67	
DRIVER		
a) Approved make of Driver	Philips or Meanwell.	
b) Wattage	As per BOQ	
c) Type of Driver	IP67	
d) Efficiency of Driver	≥85%	
e) THD (Total harmonic Distortion)	Less than 10%	
f) IP Protection	IP 67	
g) Surge Protection	Shall be Provided conforming to relevant IEC for LED driver (in built): EN61000-4-5 or shall be up to 10KV. The Driver test report shall be Submitted)	
Control gear type	Integral/Non-Integral	
Labelling/Identification mark	Manufactures Name /Logo shall be engraved/Embossed on housing body or on aluminium Plate Labels or Screen Printed on housing body	
Warranty Period	05 years warranty from actual date of completion work on complete luminaire including driver/control gear, LED all accessories etc.,	


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Technical Specifications of Flood Lighting Fixture

Technical Parameters:

Housing Material:

The Housing of LED Flood Light Fixture is made up of two single piece pressure die cast (PDC) Aluminium, with 2-light engine. The luminaire available in two versions either with separate driver unit, which can be installed up to sufficient distance to floodlight or with the driver version.

Floodlight and driver unit housing, and mounting bracket are made in 100% recyclable non-corrosive Aluminum pressure die cast (aluminum copper content $Cu < 1.3\%$) in robust/ long lasting construction, resistant to mechanical strength/ vibrations caused by strong winds and storms according to design rules, standards and guidelines.

Luminous Flux:

The LED Chip used in the LED Modules must be highly efficient to provide the maximum flux throughout its life. The Luminous Flux required on the system level must be 141,000 Lm to illuminate the space perfectly. The color Rendering Index must be greater than or equal to 70. The System Efficacy should be greater than 140 Lm/W. Higher the system efficacy will be appreciated.

LED Driver:

The Driver unit is suitable for 220V~400V/ 50-60Hz (Voltage fluctuations $\pm 10\%$). Inrush current 20 A during 160 μs at 230 V mains and 30 A during 160 μs at 400 V mains. The power factor is > 0.95 at full power. Surge protection (driver integral) is 10 kV as standard for all floodlights & 15kV external in the driver kit. Hence assuring the dual protection. The life of LED Driver is 50,000 hours.

Optics:

The Luminaire must be provided with the highly efficient & variety of beams to the lighting designer with full of choices from narrow to beam & asymmetric to achieve the best lighting results. The front cover must be highly transparent for better LOR & to sustain in a longer period throughout the Luminaire's life.

Approbations:

The Luminaires must be approbated as per following.

- ENEC & CB
- CE
- RoHS-Recyclability

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Test standards:

Low Voltage Directive (LVD), 2006/95/EC

- EN 60598-1:2008 + A11:2009 Luminaires: General requirements and tests
- EN 60598-2-5:1998 + AC:1998 Particular requirements Luminaires for Floodlighting
- EN 62031:2008 Led modules for General lighting
- EN 62471:2008 Photobiological safety of lamps and lamp systems

Electromagnetic compatibility Directive (EMC), 2004/108/EC

- EN 55015:2006+A2:2009 Limits and methods of measurement of radio disturbance characteristics of electrical lighting & similar equipment
- EN 61547:2009 Equipment for general lighting purposes - EMC immunity requirements
- EN 61000-3-2:2006 + A1:2009 + A2:2009 Electromagnetic compatibility (EMC). Limits. Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)

Restriction of the use of certain Hazardous Substances in electrical and electronic equipment Directive (RoHS),2011/65/EC

- EN 50581:2012

Product impact resistance IK08 according to EN 62262 standard

Compliant with 500hrs spray test

- ISO9227 ISO 9227: 2006

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PAKISTAN SPORTS BOARD

PRICE BID

BIDDING DOCUMENTS
VOLUME – II

“Supply, Installation, Testing & Commissioning of Flood Lights and Poles for Practice Matches at Naseer Bunda Hockey Stadium Pakistan Sports Board, Islamabad”.

June 2026

MUHAMMAD HAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

Letter of Price Bid

BIDDING DOCUMENTS FOR

Supply, Installation, Testing & Commissioning of Flood Lights and Poles for Practice Matches at Naseer Bunda Hockey Stadium Pakistan Sports Board, Islamabad".

To:

Director General
Pakistan Sports Board
Abpara, Kashmir Highway
Islamabad
Phone No.: 051-9202410, 051-9202412

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)7;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
Rs.....
.....
- (c) The discounts offered and the methodology for their application are:
Rs.....
.....
- (d) Our Bid shall be valid for a period of 118 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;
- (f) 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.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) 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 Conditions of Contract.

MUHAMMAD IJAZ
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Pakistan Sports Board
Islamabad

(i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address

MUHAMMAD IJAZ
Assistant Engineer (Electronics)
Pakistan Sports Board
Islamabad

SCHEDULE OF PRICES
(SEPARATE VOLUME-II)

MUHAMMAD IJAZ
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Pakistan Sports Board
Islamabad

SCHEDULE OF PRICES

Description

1. Preamble to Schedule of Prices (SOP1 to SOP-04)
2. Schedule of Prices
Summary of Bid Prices (1 Page)
Bill No. 1: Flood Lights & Poles (3 Pages)

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1. PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract together with the Specifications (Technical & Special) and Bid Drawings.
- 1.2 The Bidder shall quote for all items of the Works executed on turnkey basis and the prices shall be quoted for the complete scope of Work as described or implied from these Bidding Documents.

2. Description & Quantities

- 2.1 Price given in the Schedule of Prices against each item shall be for the scope covered by that item as detailed in the Specifications (Technical & Special), Bid Drawings or elsewhere in the Bidding Documents. The general directions and descriptions of work and materials are not necessarily repeated nor summarized in the Schedule of Prices and do not generally give a full description of the Plant and equipment to be supplied and the services to be performed under each item. References to the relevant sections of the Bidding Documents shall be made to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices against each item in Schedule of Prices.

The Schedule of Prices only identifies major components of the Plant and it does not restrict the responsibility of the Contractor to furnish all equipment, material and services as deemed necessary by the Employer/Engineer for making the Plant operationally complete and satisfactory as specified and/or implied in the Bidding Documents and subsequent revisions thereto.

- 2.2 The quantities as shown in the Schedule of Prices are estimated quantities and provisional only being given as an indication of the Scope of Work to enable the Bidder to bid for different items of the Works in accordance with his estimate of costs. The estimated quantities shall be used for comparing the Bids. It is, however, be noted that the basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer.
- 2.3 The sizes & dimensions mentioned and/or specified in the various technical descriptions and specifications including Bid Drawings are tentative and not final as the responsibility for detailed design rests with the Contractor under the Contract. If, in the opinion of the Engineer, at the time of review of Contractor's drawings/designs for approval, certain sizes & dimensions of some items have to be increased for proper completion and/or operation of the Works, then revised sizes & dimensions shall be supplied by the Contractor at no extra cost to the Employer.


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Pakistan Sports Board
(Islamabad)

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply both with FPS & MKS System.

The following abbreviations shall be used in the Schedule of Prices:

Abbreviation

Pakistani Rupees	PKR/Pak Rs.
Ex Works	EXW
Quantity	Qty
Square Feet	Sft.
Running Feet	Rft.
Running Meter	Rm.
Cuicb Meter	Cm.
Meter	m

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the unit rates and lump sum amounts entered in the Schedule of Prices will be the rates at which the Contractor will be paid, and shall be deemed to include for the full scope and all costs incurred by the Contractor in the performance of the Works, the provision of services including his overheads, income tax, super tax, other indirect costs, profits and costs of accepting the general risks, liabilities and obligations set forth or implied in the Contract, except for such costs which are specified as reimbursable under the Contract.

The unit rates shall be extended to show the total amount for each item. The total of the Schedule of Prices is the Total Bid Price and shall be entered in Paragraph 1 of the Form of Bid. Where a discrepancy exists between the unit rate and the extended total amount, the unit rate shall be taken as correct and the total amount adjusted accordingly.

- 4.2 Unless otherwise stipulated in the Conditions of Contract, the rates and prices entered by the Bidder shall be fixed and firm and shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date twenty eight (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 except as provided under Para 8 hereof.

Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed/deducted as per provisions of the Conditions of Contract.

- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Schedule of Prices, and where no items are provided in the Schedule of Prices for any work required to be executed by the Contractor on turnkey basis under single responsibility for the completion of the Works and to make the Plant operationally complete, the cost of such item (s) shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made by the Employer for those items executed by the Contractor.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Where a Bidder fails to quote a price of any item of the Schedule of Prices, the Employer will consider that the price of that item is included among other items and the Contractor will be obligated to furnish that item at no extra cost to the Employer, if awarded the Contract.

- 4.5 The Bidder shall be deemed to have obtained all information as to port clearance facilities and charges, loading and unloading facilities and charges, storage facilities and charges, transportation facilities and charges, congestion and/or other conditions to be expected at Karachi Port and or any other seaport of Pakistan and all requirements related thereto.

The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. The Bidder shall be deemed to have included all clearing, forwarding and other incidental costs in this regard in his Bid. The Contractor will have the option to use either Karachi Port or any other seaport of Pakistan.

- 4.6 The Contractor shall provide all parts of the Works to be completed in every respect for commercial operation. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Plant, are not specifically mentioned in the Schedule of Prices, Specifications including Bid Drawings, such details shall be considered as included in the Contract Price. All charges for the supply of goods, materials, accessories or work not specifically mentioned herein but necessary for the completion and operation of the Works shall be deemed to have been included in the quoted prices.

- 4.7 All costs in connection with inspection and witnessing of Factory Acceptance Tests within and out side Pakistan as per provisions of Sub-Clause 20.6 of Particular Conditions of Contract shall be borne by the Contractor and shall be deemed to have been included in the quoted prices.

All costs in connection with the holding of meetings shall be borne by the Contractor.

The rates in the Schedule of Prices shall also include Contractor's cost for providing Performance Security and other Bank Guarantees required for performance of the Contract.


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5. Bid Prices

5.1 Break-up of Bid Prices

Contractor shall quote rates in Pakistan Rupees against each item of work stated in the schedule of prices. All the costs of Order placing, approval, procurement, local and international transportation, customs clearance, installation, testing and commissioning and all other costs incurred for successful completion of works shall be deemed to be included in the item rates quoted by the Contractor.

5.2 Total Bid Price

The total of Bid prices under in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Erection & Testing Equipment and Maintenance Tools

- 6.1 The Bidder shall be responsible to provide all Erection and Testing Equipment & Maintenance Tools at the Site, at his own expenses.

7. Provisional Sums

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

Provisional Sums shall be expended for reimbursement of Contractor's invoices for any additional site protection works, relocation of services or any other work / payments as instructed by the Employer/Engineer through change order.

DAYWORK SCHEDULE

Not Used

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PAKISTAN SPORTS BOARD ISLAMABAD		
LED FLOOD LIGHTS & POLES		
Summary of BOQ		
Sr.No	Description of Items	Total Quoted Amount
(a)	(b)	(c)
	LED FLOOD LIGHTS & POLES	
Signature		

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Assistant Engineer (Electronics)
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9					
LED FLOOD LIGHT					
BILL OF QUANTITIES					
Sr.No	Description of Items	UNIT	QTY.	UNIT RATES	AMOUNT (Rs.)
(a)	(b)	(c)	(d)		
	LED SPORTS FLOOD LIGHT				
1	Supply, installation, testing, and commissioning of LED floodlights. The scope shall include wiring up to junction box, Aiming and focusing as per approved lighting layout, Testing and commissioning with certified lux level measurement, Submission of product datasheets, compliance certificates, and warranty documents, Minimum 5-year warranty from OEM from date of commissioning, complete in all respect	No	16		
	Type: LED Flood Light				
	Wattage: 1000Watt ($\pm 10\%$)				
	System Lumens: 141K Lm				
	System Efficacy: > 140 Lm/W				
	SDCM: < 5				
	Color Temperature: $5700K \pm 400K$				
	CRI (Color Rendering Index): ≥ 70				
	Beam Angle: As per lighting design				
	Ingress Protection: Minimum IP66 (without using glue)				
	Impact Resistance: IK08 or higher				
	Housing Material/ Shape: Rectangular Shape/ Die-cast				
	Mounting: Universal Bracket for Mounting				
	Surge Protection: Dual Protection (10KV + 15 KV)				
	Operating Temperature: $-40^{\circ}C$ to $+55^{\circ}C$				
	Ambient Temperature: 40 deg C				
	Lifespan /Lumen Maintenance = 100K Hours (L94B50)				
2	Supply, installation, testing & commissioning of 20 M High Pole Following Epoxy Painted, Hot Dipped Galvanized steel lighting columns, including Frame/support for fixing of light approx weight light 22kg, base plate, shim plates, clamps, cable connection box and all other accessories, able to bear 500 kg weight, RCC foundation and all related civil works, numbering, able to with stand 150km wind pressure etc. complete in all respects as per approved drawing	No	4		

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Sr.No	Description of Items	UNIT	QTY.	UNIT RATES	AMOUNT (Rs.)
(a)	(b)	(c)	(d)		
3	LT 415V AC weather proof DBs shall be made from 14 SWG sheet steel and LT 415V AC indoor DBs shall be made from 16 SWG sheet steel. These shall be designed, fabricated and manufactured as a free standing floor type and recessed / surface mounted on wall (as per single line diagram shown on drawings). The sheet metal work shall be cleaned down to bare shining metal degreased, derusted and painted with TWO base coats of antirust RED paint. The sheet metal work shall be finished in TWO coats of powder paint. The color and shade shall be as approved by the Engineer. The distribution Board shall be complete with all internal wirings, tags, identification labels, TPN and E copper busbars, accessories etc. The DB should be provided with the armored glands. The bus-bars shall be insulated in RED, YELLOW, BLUE and BLACK insulations. The insulation shall be heat shrinkable type or as directed by the Engineer.				
A	1- Submain Panel with incoming 400 Amp 4-pole breakers, and 60 Amp*08 Breakers Outgoing make Schinder.ABB.Teraski complete with powdered coating IP66 metal housing including voltmetre,amp metre with Cts,selector switch and indication light. 2- Pole BDs: Incoming 60 Amp MCCB, Outing going :Single pole 16 Amp*20 Breakers.make Schinder,ABB,Teraski.IP66 Powdered coated housing of size minimum 4*3Ft or as per drawing as approved.	Job	1		
4	Supply, install, testing and commissioning of light cable to be laid and fixed in pole of 6mm sq single core/pvc 300/500 volt cable. The cost includes cable terminations, splices and all necessary materials and accessories needed to complete the work	Mtr	1,700		
5	Supply, install, testing and commissioning of light cable to be laid and fixed in pole of 6core-205 sq mm 450/750 volt cable. The cost includes cable terminations, splices and all necessary materials and accessories needed to complete the work	Mtr	500		
6	In any soil, drilling bore hole, 375 mm dia, employing Reverse Rotary, Hydraulic Percussion method, bore upto 10m depth, complete.	Rm	10		
	Providing and laying of RCC with 4000 psi compressive cylindrical strengthusing weigh batch, Concrete including pump etc, and Transportation upto 5 Km by Transit mixer as specified in beams, columns, stairs, posts, struts, piers, lintels and the	Cum	12		

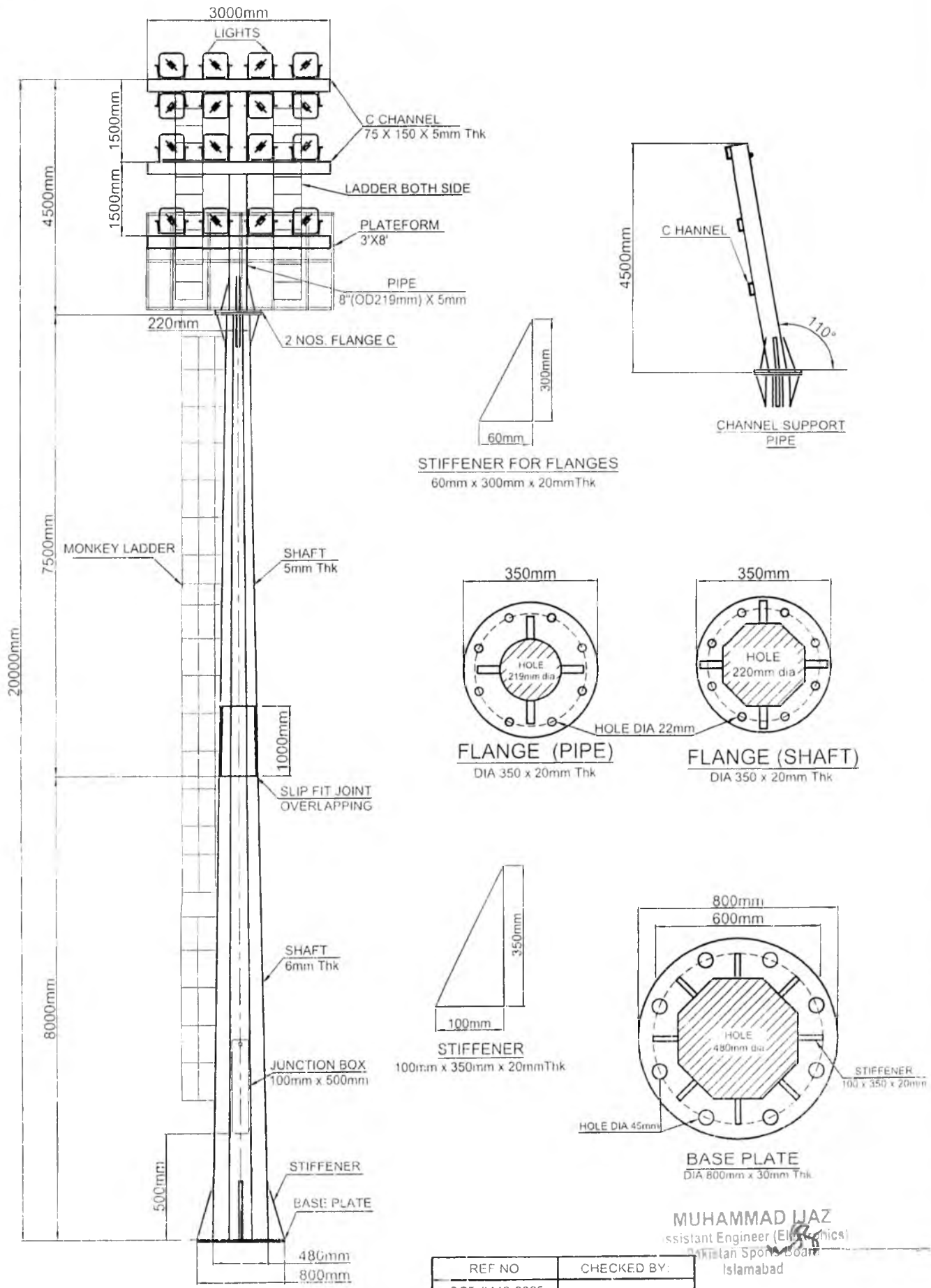
Sr.No	Description of Items	UNIT	QTY.	UNIT RATES	AMOUNT (Rs.)
(a)	(b)	(c)	(d)		
8	Supply and fix, bars round, using deformed bars Grade-60, including cutting, bending, binding and placing reinforcement in position	Kg	1,127		
9	Copper Rod Earthing (10 ft) with clamp, wire & complete in all respect	job	5		
Total Cost				Rs.	


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DRAWINGS
(SEPARATE VOLUME-IV)

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Pakistan Sports Board
Islamabari

20 METER OCTAGONAL POLE WITH TOP C CHANNEL



REF NO	CHECKED BY:
OCT-0449-2025	
DATE	
09-10-2025	

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