

Standard Bidding Document

Construction of Houses for ICT Police (Works)

National

Single Stage-Two Envelope



September 28, 2026

*National Police Foundation (National Police Foundation), Assistant Director Admin
Mauve Area G-10/4, Islamabad Capital Territory
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Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm	NADRA CITIZENSHIP (CNIC/NICOP)
Company (Private Limited)	FBR (NTN)
Company (Public Limited)	FBR (GSTN)
Company (Holding Company)	PEC

Eligibility Criteria	Document
PEC registration C-3 or above with CE-01, CE-09, CE-10, EE-02, EE-04, EE-06, EE-07, ME-01 & ME-02. Notarized Rs.100 non-judicial stamp-paper affidavit (current month) confirming no debarment/blacklisting. Provide litigation/arbitration details; firms with majority adverse decisions or Govt./Semi-Govt./Autonomous blacklisting disqualified; no-litigation firms must submit affidavit. Security clearance from AIG General ICT Police; valid NTN, GST/PST registration and ATL status required	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	80
Experience Record	
Experience as constructor in execution of Building Works Projects completed during last five (05) years. (Qualitative)(Doc Required)	24
12 marks will be awarded for each completed project having cost $\geq$ 600M up to maximum of 24 marks. (24)	
08 marks will be awarded for each completed project having cost from 500M to 599.9M . (8)	
06 marks will be awarded for each completed project having cost from 400M to 499.9M . (6)	

Experience as constructor for ongoing/in-hand Building Works Projects. (Qualitative)(Doc Required)	16
08 marks will be awarded for each in-hand project having cost $\geq$ 600M up to maximum of 16 marks. (16)	
06 marks will be awarded for each in-hand project having cost from 500M to 599.9M . (6)	
04 marks will be awarded for each in-hand project having cost from 400M to 499.9M (4)	
Personnel Capabilities	
Project Manager (B.Sc. Civil Engineer registered with Pakistan Engineering Council) (Quantitative)(Doc Required)	4
Site Engineer (B.Sc. Civil Engineer registered with Pakistan Engineering Council) (Quantitative)(Doc Required)	3
Associate Engineer B-Tech / DAE Civil (Quantitative)(Doc Required)	3
Associate Engineer B-Tech / DAE (E/M) (Quantitative)(Doc Required)	2
Quantity Surveyor B-Tech / DAE Civil (Quantitative)(Doc Required)	2
Surveyor Survey Certificate (Quantitative)(Doc Required)	1
Equipment Capabilities	
3 No of Ready mix concrete Batching Plant (75 cubic meter/ hour) (Quantitative)(Doc Required)	3
1 No of Concrete Pump (capacity 1 cubic meter) (Quantitative)(Doc Required)	1
5 No. of Ready mix Transit Mixer (capacity 6 cubic meter) (Quantitative)(Doc Required)	3
1 No. of Mobile Crane (150 Tones) (Quantitative)(Doc Required)	1
Excavator Chain 2 No. Tyre: 2 No. (Quantitative)(Doc Required)	2
1 No. of Dewatering Pump (3HP) (Quantitative)(Doc Required)	1
Scaffolding 100,000 Rft (Quantitative)(Doc Required)	1

Shuttering 100,000 Sft (Quantitative)(Doc Required)	1
3 Nos. of Tractor Trolley 2 Nos. of Steel Cutting / Bending Machine (Quantitative)(Doc Required)	1
2 No of Generator Set (100 KVA) 1 Nos. of Total Station (Quantitative)(Doc Required)	1
Financial Soundness	
The minimum annual turnover during any of the last three (03) years (Qualitative)(Doc Required)	15
Above Rs. 600 million (15)	
Rs. 500 million to Rs. 600 million (7)	
The minimum amount of liquid assets (for the Fy 2024-2025), and Bank Line of Credit (specific in the name of this project), net of other construction commitments (Qualitative)(Doc Required)	15
Above Rs. 200 million (15)	
Rs. 100 million to Rs. 200 million (7)	

Jobs/Lots

Jobs Without Lots :

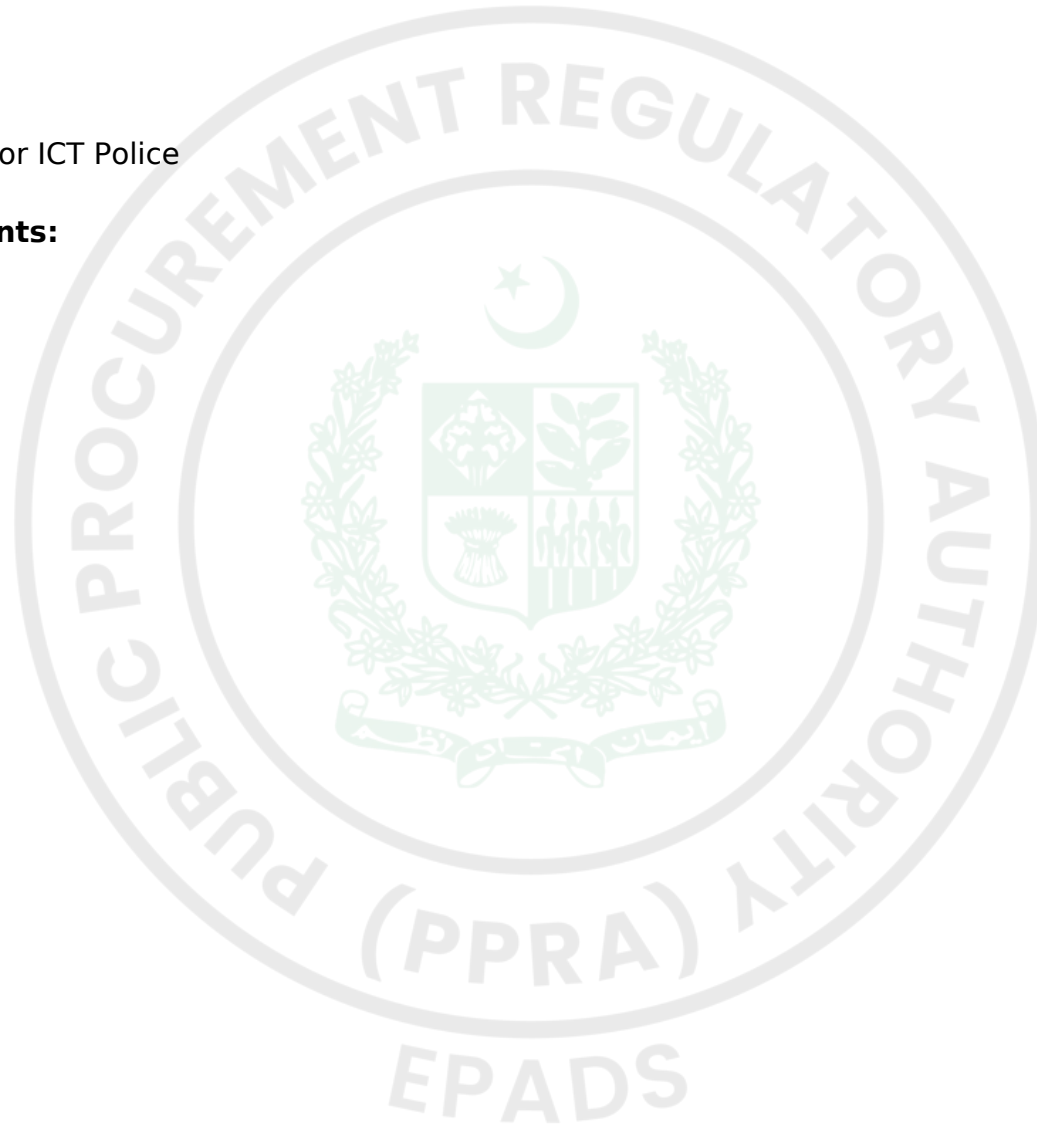
Job	Delivery Schedule	Quantity	Bid Security
Construction for Houses for ICT Police	Address: Mauve Area G-10/4, Islamabad Capital Territory Schedule: 250 Days Quantity: 710070.8/Qty	710070/Qty	10000000 PKR

Work Specifications and Market Rates

Jobs Without Lots :

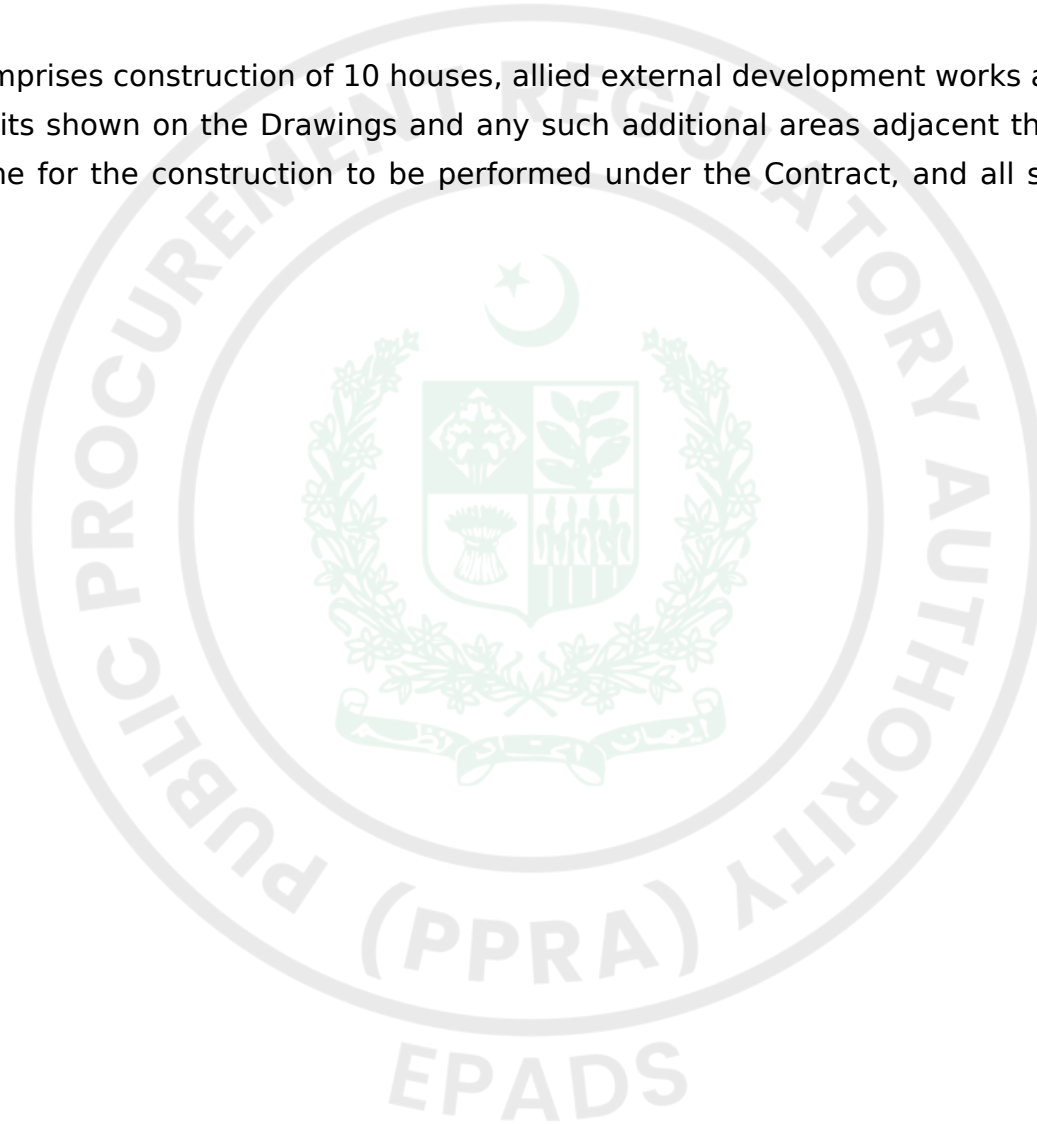
Job: Construction for Houses for ICT Police

Specifications / Requirements:



Scope of Work

The scope of works mainly comprises construction of 10 houses, allied external development works and related ancillary works lying within the boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall comprise the Site.



Price Schedule

For Individual Jobs

#	Job Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

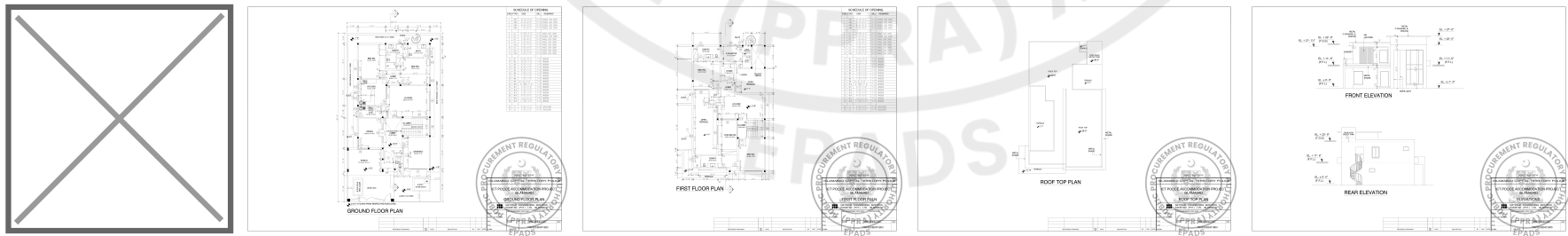
For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

Jobs Media

Jobs Without Lots:

Job: Construction for Houses for ICT Police







General Conditions of Contract

Red Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer (“Red book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which shall complement the General Conditions of the Contract.

The successful Bidder, upon contract award, shall be required to furnish two (02) copies of aforementioned “General Conditions” for incorporation in the Works Contract.

International Federation of Consulting Engineers (FIDIC) FIDIC

Bookshop – Box- 311 – CH – 1215 Geneva 15, Switzerland

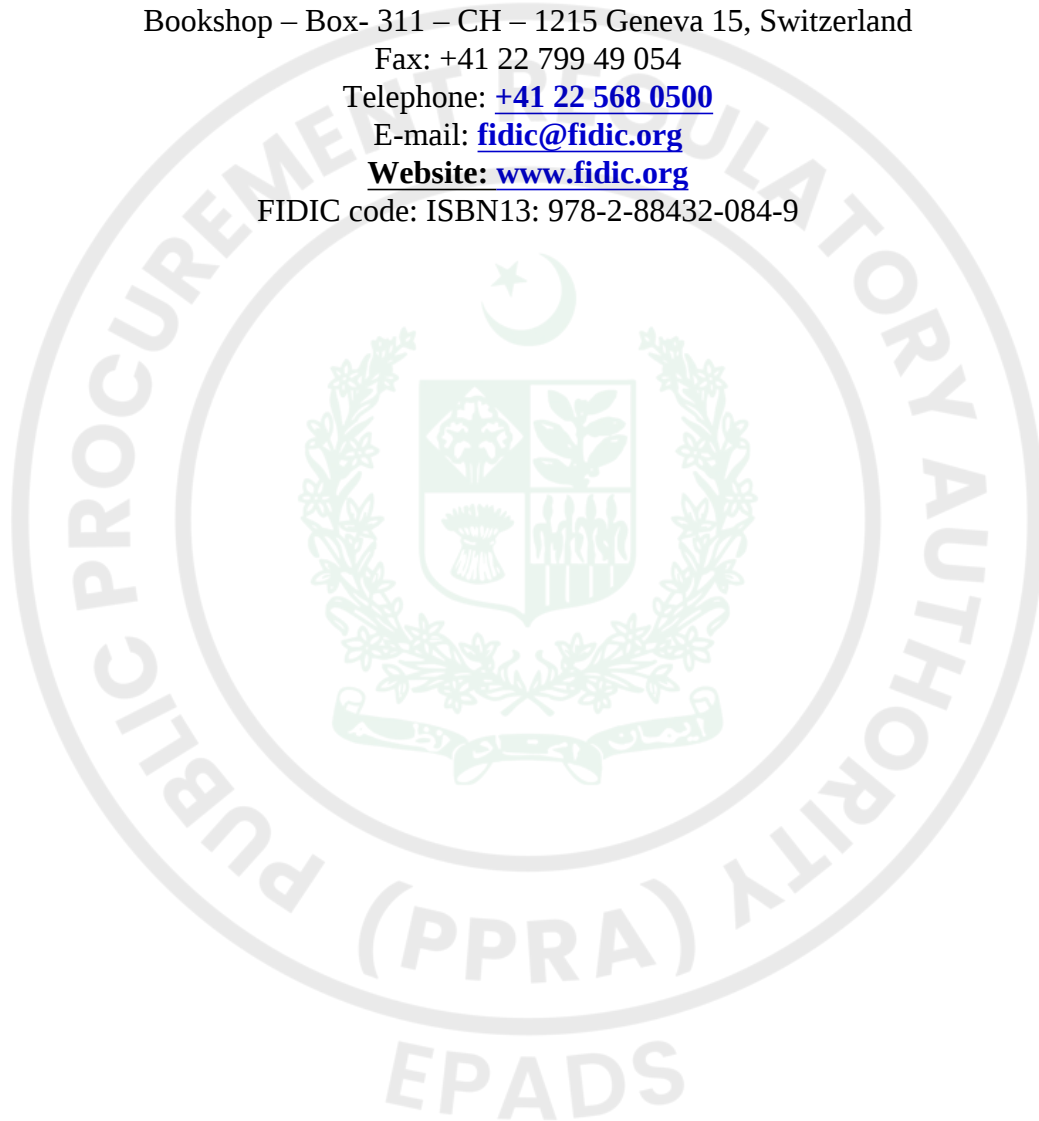
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Website: www.fidic.org

FIDIC code: ISBN13: 978-2-88432-084-9





Special Conditions of Contract

PARTICULAR CONDITIONS OF CONTRACT (PCC)

Particular Conditions

(Mandatory Provisions not to be amended/substituted)

The Particular Conditions (PCC) complement the General Conditions (GCC) to specify dates, contractual requirements, and special circumstances related to the Works. The PCC consists of two parts, Part A - Contract Data and Part B - Special Provisions. The provisions to be found in the Special Provisions (Particular Conditions - Part B) take precedence over the equivalent provisions found under the same Sub-Clause number(s) in the General Conditions, and the provisions of the Contract Data (Particular Conditions - Part A) take precedence over the Special Provisions (Particular Conditions - Part B).

PART A - Contract Data

Sub-Clause 1.1.27

Defects Notification Period (DNP): **365** Days

Sub-Clause 1.1.31

Employer's name & address: **National Police Foundation (National Police Foundation), Assistant Director Admin Mauve Area G-10/4, Islamabad Capital Territory**

Sub-Clause 1.1.35

Engineer's name & address: **National Engineering Services Pakistan (Pvt.) Limited (NESPAK)**

NESPAK House, G-5/2, Islamabad

Sub-Clause 1.1.84

Time for Completion: **180** days for whole of the works

Sub-Clause 1.3 (a)(ii)

Agreed method of electronic transmission: **Not Agreed**

Sub-Clause 1.3 (d)

Address of Employer for Communications: **Mauve Area G-10/4, Islamabad Capital Territory**

Address of Engineer for Communications:

NESPAK House, G-5/2, Islamabad

Address of Contractor for Communications: -----

Sub-Clause 1.4

Contract shall be governed by the law of: **Islamic Republic of Pakistan**

Ruling language: **English**

Language for communications: **English**

Sub-Clause 2.1

After receiving the Letter of Acceptance, the Contractor shall be given right of access to all or part of the Site within: **14** days after Commencement Date

Sub-Clause 2.4

Employer's financial arrangements:

The Employer has sufficient funds of its own to cover the Cost of the entire Project.

Sub-Clause 3.2 (e)(ii)

Engineer's Duties and Authority: **Variation resulting in an increase of the Accepted Contract Amount in excess of one percent (1%) subject to accumulative Variations not exceeding five percent (5%) of the Accepted Contract Amount**

Sub-Clause 4.2

Performance Security (as percentage of the Accepted Contract Amount in Currencies): 0%

Form of Performance Guarantee: **Nil**

Sub-Clause 4.2.1

List of Insurance Companies:

N.A

Sub-Clause 4.7.2

period for notification of errors in the items of reference: **Twenty Eight (28) days**

Sub-Clause 4.19

Period of payment for temporary utilities: **Each Month**

Sub-Clause 5.1 (a)

Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount): **30 %**

Sub-Clause 5.1 (b)

Parts of the Works for which subcontracting is not permitted: **1**

Sub-Clause 6.5

Normal working hours on the Site: **8**

Sub-Clause 8.3

Number of additional paper copies of programmes: **3**

Sub-Clause 8.8 & 14.15(b)

Delay Damages payable for each day of delay **0.17%** of the Accepted Contract Amount for delay in completion of whole of the Works

Sub-Clause 8.8

Maximum amount of Delay Damages **10.00 %** of the Accepted Contract Amount

Sub-Clause 8.14

Applicability of Incentives for Early Completion **No**

Sub-Clause 12.3

Percentage profit (Not more than 10%): **Nil**

Sub-Clause 13.4.(b)(ii)

Percentage rate to be applied to Provisional Sums for overhead charges and profit: **Twenty Five percent (25%)**

Sub-Clause 14.2

Total Advance Payment: **Fifteen percent (15%) of the Accepted Contract Amount excluding Provisional**

Sums payable in the currencies and proportions in which the Accepted Contract Amount is payable

Sub-Clause 14.2.1

Advance Payment Insurance **Not Allowed**

Sub-Clause 14.2.3

Percentage deductions for the repayment of the Advance Payment: Deduction shall be made at the amortization rate of 17.5 % of the value of the Works executed of each IPC as provided in paragraph (i) of Sub-Clause GCC 14.3, starting from 2nd IPC provided that the advance payment shall be completely repaid prior to the time when 90% of the Accepted Contract Amount less Provisional Sums has been certified for payment. It may be more than 17.5% in the last instalment to ensure full repayment.

Sub-Clause 14.3

Period of payment **One Month**

Sub-Clause 14.3(b)

Number of additional paper copies of Statements: **6**

Sub-Clause 14.3 (iii)

Percentage of retention: **Seven percent (7%)**

Sub-Clause 14.3 (iii)

Limit of Retention Money (as a percentage of the Accepted Contract Amount): **Five percent (5%)**

Sub-Clause 14.5(b)(i)

Plant and Materials for payment when shipped: **Plant and Materials under Bill of “Imported Plant and Materials”**

Sub-Clause 14.5(c)(i)

Plant and Materials for payment when delivered to the Site: Plant and Non Perishable Materials

Sub-Clause 14.6.2

Minimum amount of Interim Payment Certificate (IPC): **Yes**

The Minimum Amount IPC is 20 million

[Employer to give value not exceeding one fifth of the average expected value of Interim Payment Certificate]

Sub-Clause 14.7(a)

Period of payment of Advance Payment to the Contractor: **14 days**

Sub-Clause 14.7b(i)

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6: **28 days**

Sub-Clause 14.7b(ii)

Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment): **28 days**

Sub-Clause 14.7(c)

Period for the Employer to make final payment to the Contractor: **56 days**

Sub-Clause 14.8

Financing charges for delayed payment Local Currency (PKR):

6-Month KIBOR (Offer) +3% per annum.

Foreign Currency:

USD

6-Month SOFR (Secured Overnight Financing Rate for USD) +1% per annum.

EURO

6-Month EURIBOR (EURO Interbank Offered Rate for EURO) +1% per annum.

Others

Appropriate rates +1% (for other foreign currencies, Ref. Schedule-A, A-4 to Bid).

Sub-Clause 14.11.1(b)

Number of additional paper copies of draft Final Statements: **6**

[insert number of copies say six (06)]

Sub-Clause 14.15

Currencies of payment of Contract Price: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(a)(i)

Proportions or amounts of Local and Foreign currencies: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(c)

Currencies and proportions for payment of Delay Damages: **as stated in the Table Schedule of Adjustment Data of Schedule A (if Given)**

Sub-Clause 14.15(f)

rates of exchange: **as stated in the Table IV of Schedule A (If Given)**

Sub-Clause 17.2(d)

Forces of nature, the risks of which are allocated to the Contractor: **Nil**

Sub-Clause 19.1

Permitted deductible limits:

- i) insurance required for the Works: **Ten percent (10%) of loss amount on each & every loss**
- ii) insurance required for Goods: **Nil**
- iii) insurance required for liability for breach of professional duty: **Nil**
- iv) insurance required against liability for fitness for purpose (if any is required): **Nil**
- v) insurance required for injury to persons and damage to property: **Nil**
- vi) insurance required for injury to employees: **Nil**
- vii) other insurances required by Laws and by local practice : **Nil**

Periods for submission of insurance:

- a) evidence of insurance: Not later than the Commencement Date
- b) relevant policies: Within twenty eight (28) day from the Commencement Date

Sub-Clause 19.2.1(b)

Additional amount to be insured (as a percentage of the replacement value): 15% of the replacement value (Accepted Contract Amount)

Sub-Clause 19.2.2

Extent of insurance required for Goods: From Ex-Works (i.e., works, factory, warehouse, etc) to delivery at the Site

Amount of insurance required for Goods: Full replacement value

Sub-Clause 19.2.3(a)

Amount of insurance required for liability for breach of professional duty: Full replacement value of the Works to be designed by the Contractor

Sub-Clause 19.2.3(b)

Insurance required against liability for fitness for purpose: **Yes**

Sub-Clause 19.2.3

Period of insurance required for liability for breach of professional duty: Until the date of issuance of Performance Certificate

Sub-Clause 19.2.4

Amount of insurance required for injury to persons and damage to property: Injury to person and Fatal case: in accordance with Workmen Compensation Act

Damage to Property: The Amount of Insurance Required for Person Injury is in accordance with Workmen Compensation Act

The Amount of Insurance Required for Damage to Property is 1,000,000 as per his assessment of the adjoining property(ies) other than the Works] without limit to the number of incidents

Sub-Clause 19.2.6

Other insurances required by Laws and by local practice: All insurances as applicable, to the extent of execution of the project, under Federal and Provincial laws of Islamic Republic of Pakistan

Sub-Clause 21.1

Time for appointment of the DAAB: Within 28 days from the Commencement Date.

In case the Accepted Contract Amount is lesser than PKR one (01) billion, appointment of the DAAB shall be made when Dispute arises between the Parties.

Sub-Clause 21.1

The DAAB shall comprise 1

[insert either "a sole Member" or "Three Members"]

[For a Contract estimated to cost above PKR 2.5billion, the DAAB shall comprise of three members. For a Contract estimated to cost between PKR1billion and PKR2.5billion, the DAAB may comprise of three members or a sole member. For a Contract estimated to cost less than PKR1billion, a sole member is recommended.]

Sub-Clause 21.1

List of proposed members of DAAB

- proposed by Employer

to be inserted at the time of signing of the Contract]. one sole member to be appointed with mutual consent of both parties

- proposed by Contractor

[to be inserted at the time of signing of the Contract]

1. _____
2. _____
3. _____

Sub-Clause 21.2

Appointing entity (official) for DAAB members Managing Director Public Procurement Regulatory

Authority (PPRA) or Chairman Pakistan Engineering Council (PEC) from the list of PEC approved arbitrators published at its website

Sub-Clause 21.6

Rules of Arbitration: PEC Rules of Conciliation and Arbitration or Pakistan Arbitration Act of 1940, if the former is inactive.

The place of Arbitration shall be in the Employer's country: **Pakistan**

[Insert name of city]

Particular Conditions

PartB - Special Provisions

1.1 Definitions

1.1.76 "Specification"

Following is added at the end:

"and consists of two parts i.e.,

- i) "Part A - Specific Provisions"; and
- ii) "Part B - Technical Provisions".

1.2 Interpretation

"and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

Sub-paragraph (k) is added:

"(k) The word "tender" is synonymous with "bid" the word tenderer with "bidder", the words "tender documents" with "bidding documents" and "Schedule of Prices" with "Bill of Quantities", as applicable."

1.5 Priority of Documents The documents listed at (a) through (k) of this Sub-Clause are deleted and substituted with the following:

- (a) the Contract Agreement;
- (b) the Letter of Acceptance;
- (c) the Letter of Bid;
- (d) the Particular Conditions Part A - Contract Data;
- (e) the Particular Conditions Part B - SpecialProvisions;
- (f) the General Conditions;
- (g) the Specification Part A - SpecificProvisions;
- (h) the Specification Part B- Technical Provisions;
- (i) the Drawings;
- (j) the completed Schedules to Bid includingBillof Quantities;
- (k) the JV Undertaking (if the Contractor is a JV); and
- (l) any other documents forming part of the Contract.

The addenda/corrigenda, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

1.6 Contract Agreement

In the last line of the 1st paragraph the text "shall be borne by the Employer" is substituted by "shall be reimbursed by the Employer to the Contractor".

3.1 The Engineer

In sub-paragraph (a) the text “as defined in the Pakistan Engineering Council Act, 1975 (Act No.V of 1976)” are added after the words “professional engineer”.

3.2 Engineer’s Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Consenting to the subcontracting of any part of the Works under Sub-Clause 5.1 [Subcontractors]
- (b) Any action under Sub-Clauses 8.9 [Employer’s Suspension] and 8.12 [Prolonged Suspension]
- (c) Issuance of “Taking Over Certificate” under Sub-Clause 10.1 [Taking Over the Works and Sections].
- (d) Issuing the “Performance Certificate” under Sub-Clause 11.9 [Performance Certificate].
- (e) Sub-Clause 13.1 [Right to Vary]: instructing a Variation, except;
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (f) Sub-Clause 13.3 [Variation Procedure]: approving a proposal for Variation submitted by the Contractor in accordance with Sub-Clause 13.3.2 [Variation by Request for Proposal] or 13.2 [Value Engineering].
- (g) Certifying release of second half of the Retention Money under Sub-Clause 14.9 [Release of Retention Money].
- (h) Issuing Final Payment Certificate under Sub-Clause 14.13 [Issue of FPC].

(i) *[insert Sub-Clause number (not Sub-Clause 3.7 [Agreement or Determination]

Any such requirement shall not be applied to any action by the Engineer under Sub-Clause 3.7 [Agreement or Determination], as stated in Sub-Clause 3.2 [Engineer’s Duties and Authority] of the General Conditions.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

Following is added after the words “the Employer’s consent is required” in 4th paragraph: “stating that the Employer’s consent has been obtained for that specified authority”

4.2 Performance Security

4.2.1 Contractor’s Obligations

The entity issuing the Performance Security and its form shall be as under:

The Performance Security shall be, at the option of the Contractor, issued in the prescribed form included in the Bidding Documents, by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS or ratings provided in Table below:

Accepted Contract Amount (In Eq. PKR million)	Minimum Rating of Insurance Companies
---	---------------------------------------

Up to 1000	A (+)
------------	-------

1001 to no limit	AA
------------------	----

In case of Joint Venture, the Performance Security shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

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

“The amount of Performance Security shall be reduced to 50% following issue of the Taking-Over Certificate for the whole of the Works under Clause 10 of Conditions of Contract.”

4.3 Contractor’s Representative

In second paragraph the text “professional engineer as defined in the Pakistan Engineering Council Act, 1975 (Act No. V of 1976) (having temporary licence in case of foreign engineer under Section 12 of the Pakistan Engineering Council Act, 1975 (Act No. V of 1976)” are added after the words “qualified, experienced”. In the 3rd paragraph the words “28 days” are substituted by “14 days”. In 2nd line of 4th paragraph the text “or appoint a replacement” is substituted by “except appointment of a suitable temporary replacement is deployed at the Site”

4.4 Contractor’s Documents

4.4.2 As-Built Records

First paragraph is deleted and the text in the last paragraph is substituted with the following:

“The Contractor shall furnish to the Engineer 6 copies, one reproducible and one electronic copy (provided the Engineer has made available to the Contractor editable form of the Drawings) of all Drawings amended to conform to the Works as built. In case the Engineer does not make available to the Contractor editable form of the Drawings, the Contractor shall furnish to the Engineer as-built data for incorporation in the Drawings. Upon receipt of PDF versions of the as-built drawings prepared by the Engineer, the Contractor shall furnish to the Engineer 6 copies and one reproducible of these Drawings.

The price of such Drawings shall be deemed to be included in the Contract Price.”

Following Sub-Clause is added:

4.4.4 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 exceed 21 days and be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and the Engineer’s review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.

4.8 Health and Safety Obligations

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

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

4.20 Progress Reports

At the end of sub-paragraph (g) the word “and” is deleted and at the end of sub-paragraph (h) the full stop (.) is replaced with “;”, and the following new sub-paragraphs are added as:

- (i) planned programme for the execution of the Works for next 56 days to enable the Engineer to determine its programme of inspection and testing;
- (j) monthly summary of daily job record indicating weather conditions, deployment of Contractor’s Equipment, labour employment, local material procurement and material import, if any; and
- (k) salient contractual and project information.

5.1 Subcontractors

Add the following text at the end of paragraph (ii):

“under Schedule to Bid”

The following is added at the end of the last paragraph of Sub-Clause 5.1:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination].

The Contractor shall give reasonable opportunity to contractors from Islamic Republic of Pakistan for

subcontracts for the Works, and endeavour to employ such contractors as Subcontractors.”

5.2 Nominated Subcontractors

5.2.2 Objection to Nomination

In sub-paragraph (c), “and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.2.3 [Payment to nominated Subcontractors].”

6.1 Engagement of Staff and Labour

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

“The Contractor shall, to the extent practicable and reasonable, employ staff (not less than 50%) and labour (not less than 85%) with appropriate qualifications and experience from sources within the Islamic Republic of Pakistan.”

6.7 Health and Safety of Personnel

The existing text is substituted with the following:

“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 also provide all other medical services and appoint a health and safety officer at Site if stated in the Specifications. In case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.”

6.8 Contractor’s Superintendence

Insert at the end of sub-paragraph (a) of this Sub-Clause:

"or, if not, the Contractor shall make competent interpreters available during all working hours, in a number sufficient for those persons to properly perform their superintendence duties"

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

“The Contractor’s authorized representative and his other engineers working at site shall possess valid registration with the Pakistan Engineering Council.

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

6.12 Key Personnel

The following is inserted at the end of the last paragraph:

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

The following Sub-Clauses 6.13 to 6.26 are added at the end of Sub-Clause 6.12:

6.13 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use all reasonable endeavours in a timely and expeditious manner to assist the Contractor in

obtaining any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.14 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.15 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.16 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.17 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel.

6.18 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.19 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.20 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

6.21 Forced Labour

The Contractor, including its Subcontractors, shall not employ or engage forced labour which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.

6.22 Child Labour

The Contractor, including its Subcontractors, shall not employ or engage child labour in accordance with relevant law(s) in force in Islamic Republic of Pakistan.

6.23 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor's Records].

6.24 Workers' Organizations

The Contractor shall comply with the relevant labour laws of Pakistan which recognize workers' rights to form and to join workers' organizations/Trade Union of their choosing and to bargain collectively without interference.

6.25 Non-Discrimination and Equal Opportunity

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

6.26 Epidemics

In the event of any out-break of illness of 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 the purpose of overcoming the same.

7.7 Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

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

"No Plant and/or Materials that is the property of the Employer shall be removed from the Site. If it becomes necessary to:

- (i) remove any item of such Plant from the Site for the purposes of repair, the Contractor shall give a Notice, with reasons, to the Engineer requesting consent to remove the defective or damaged item off the Site. This Notice shall clearly identify the item of defective or damaged Plant, and shall give details of: the defect or damage to be repaired; the place to which defective or damaged item of Plant is to be taken for repair; the transportation to be used (and insurance cover for such transportation); the proposed inspections and testing off the Site; and the planned duration required before the repaired item of Plant shall be returned to the Site. The Contractor shall also provide any further details that the Employer may reasonably require; or
- (ii) replace any item(s) of such Plant and/or Materials, the Contractor shall give a Notice, with reasons, to the Engineer clearly identifying the item(s) of Plant and/or Materials to be replaced, and giving details of the due date of delivery to the Site of the replacement item(s).

Where any item of Plant and/or Materials has become the property of the Employer under this Sub-Clause before it has been delivered to the Site, the Contractor shall ensure that such an item is not moved except for its delivery to the Site.

The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any

defect in title or encumbrance or charge (except any reasonable restriction arising from the intellectual property rights of the manufacturer or producer) on any item of Plant and/or Materials that has become the property of the Employer under this Sub-Clause."

The following Sub-Clause 7.9 is added after Sub Clause 7.8:

7.9 Use of Pakistani Materials and Services

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

8.1 Commencement of Works

The following is added before the first paragraph:

"After signing of the Contract Agreement by both Parties," and thereafter the word "The" is replaced with the word "the".

8.5 Extension of Time for Completion

The following is added after paragraph (c):

"for last five years".

The following Sub-Clause 8.14 is added after Sub-Clause 8.13:

8.14 Incentives For Early Completion

If Contract Data does not state applicability of incentives for early completion, this Sub-Clause shall not apply.

The Contractor shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to bonus payment if the Works and/or each Section is completed earlier than the Time for Completion for the Works or Section (as the case may be). The amount of bonus for early completion of the Works and/or each Section shall be up to a limit and at a rate to 50% of the relevant limit and rate of delay damages prescribed in Contract Data and shall be paid for every day which shall elapse between the relevant Date of Completion of the Works or Section and the relevant Time for Completion.

For the purposes of calculating any bonus payment, the applicable Time for Completion stated in the Contract Data is fixed and no adjustments of this time by reason of granting an EOT will be allowed.

The following Sub-Clause 11.12 is added after Sub-Clause 11.11:

11.12 Supervisory Assistance During DNP

If provided under the Schedule of Prices, the Contractor shall provide supervisory assistance to the Employer during the DNP for the Works. Such supervisory assistance shall be as described in the Specification for the purpose of supporting the Employer's operation and maintenance of the Plant for the period specified in the Schedule of Prices after the Date of Completion.

12.2 Method of Measurement

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

"Summary of measured quantity for payment shall be delineated item-wise under four heads namely; "Schedule of Prices Quantity", "Quantity Executed To-date", "Quantity Certified Previously" and "Net Quantity Executed under this Certificate".

12.3 Valuation of the Works

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

“Sum of overhead charges and profit for sub-paragraph (a) shall be Twenty Five percent (25%)”.

13.4 Provisional Sums

The following paragraph is inserted as the penultimate paragraph:

“The Provisional Sum shall be used to cover the Employer’s share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and the satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3.

13.6 Adjustments for Changes in Laws

The following paragraphs are added at the end of the Sub-Clause:

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

14.1 The Contract Price

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

“Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts, imported by the Contractor for the sole purpose of executing the Contract shall be temporarily exempt from the payment of import duties and taxes upon initial importation, provided the Contractor shall post with the customs authorities at the port of entry an approved re-export bond or bank guarantee, valid until the Time for Completion plus six months, in an amount equal to the full import duties and taxes which would be payable on the assessed imported value of such Contractor's Equipment and spare parts, and callable in the event the Contractor's Equipment is not re-exported from the Country on completion of the Contract. A copy of the bond or bank guarantee endorsed by the customs authorities shall be provided by the Contractor to the Employer upon the importation of individual items of Contractor's Equipment and spare parts. Upon re-export of individual items of Contractor's Equipment or spare parts, or upon the completion of the Contract, the Contractor shall prepare, for approval by the customs authorities, an assessment of the residual value of the Contractor's Equipment and spare part to be re-exported, based on the depreciation scale(s) and other criteria used by the customs authorities for such purposes under the provisions of the applicable Laws. Import duties and taxes shall be due and payable to the customs authorities by the Contractor on (a) the difference between the initial imported value and the residual value of the Contractor's Equipment and spare parts to re-exported; and (b) on the initial imported value of the Contractor's Equipment and spare parts remaining in the Country after completion of the Contract. Upon payment of such dues within 28 days of being invoiced, the bond or bank guarantee shall be reduced or released accordingly; otherwise the security shall be called in the full amount remaining.”

[The Employer may change or delete this Sub-Clause as per Project requirements]

14.2 Advance Payment

14.2.1 Advance Payment Guarantee

The entity issuing the Advance Payment Guarantee and its form shall be as under:

The Advance Payment Guarantee shall be in the form of Guarantee issued by (a) a Scheduled Bank in Pakistan or (b) a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an Insurance Company listed in the Contract Data and rated by PACRA/VIS of rating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)

1001 to no limit AA

In case of Joint Venture, the Advance Payment Guarantee(s) shall be in the name of the Joint Venture or in the name of Lead/either firm of the JV or in ratio of shares of the individual JV partners.

14.6 Issue of IPC

14.6.1 The IPC

In the first line of the 1st paragraph the words “28 days” are substituted by “14 days”.

14.7 Payment

The words “or through crossed cheque in favour of the Contractor or JV partners. The Payment to JV partners shall be made at the request of the Joint Ventures in the ratio of their shares specified by them” are added at the end of the Sub-Clause.

14.8 Delayed Payment

In the first paragraph, third line, the words “compounded monthly” are deleted.

The text of 2nd paragraph is deleted and substituted with the following:

“The Employer shall pay to the Contractor compensation at the rate stated in the Contract Data.”

14.9 Release of Retention Money

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a schedule bank selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

15.2 Termination for Contractor’s Default

15.2.1 Notice

Following text is added at the end of sub-paragraph (h) of this Sub-Clause:

“For the purposes of this Contract, corrupt and fraudulent practices have been defined in Public Procurement Rules 2004.”

15.2.3 After Termination

The word “and” at the end of sub-paragraph (ii) of paragraph (b) is deleted the following paragraph is added after sub-paragraph (iii):

“(iv) all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in

accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer's Equipment], and”

15.4 Payment after Termination

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

“The Employer shall be entitled to sell any of the Contractor’s Equipment, Temporary Works and unused materials and apply the proceeds of sale towards payment of any debt due from the Contractor to the Employer under this Clause including any outstanding payments to the Subcontractors.

16.2 Termination by Contractor

16.2.1 Notice

The sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i) “; or” is replaced with “.” and at the end of sub-paragraph (h) “;” is replaced with “; or”.

In sub-paragraph (f) “84 days” are replaced with “180 days” and text “for reasons not attributable to the Contractor” is added at the end.

16.3 Contractor’s Obligations After Termination

Sub-paragraph (c) is deleted and replaced with:

“(c) deliver to the Engineer all Employer-Supplied Materials and/or Employer's Equipment made available to the Contractor in accordance with Sub-Clause 2.6 [Employer-Supplied Materials and Employer’s Equipment]; and

(d) remove all other Goods from the Site, except as necessary for safety, and leave the Site.”

17.1 Responsibility for Care of the Works

After the two instances of “Goods” in the last paragraph, the words “Employer-Supplied Materials and/or Employer's Equipment” are added.

The following Sub-Clause 17.7 is added after Sub-Clause 17.6:

17.7 Use of Employer’s Accommodation/Facilities

The Contractor shall take full responsibility for the care of the items of the Employer’s facilities and/or accommodation, if any, as detailed in the Specification, from the date of use and/or occupation by the Contractor until the date on which such use and/or occupation is re-vested in the Employer.

If any loss or damage happens to any of the above items during a time while the Contractor is responsible for its care, arising from any cause other than a cause for which the Employer is responsible or liable, the Contractor shall promptly rectify the loss or damage at the Contractor’s risk and cost.

18.1 Exceptional Events

The words “or disorder” are replaced with “disorder or sabotage” in sub-paragraph (c) of the Clause.

18.4 Consequences of an Exceptional Event

The following is added at the end of sub-paragraph (b) after deleting the “.”:

“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”

18.5 Optional Termination

In sub-paragraph (c), the words “and necessarily” are added after the words “was reasonably”.

19.1 General Requirements

Following text is added at the end of first paragraph:

“The Contractor shall immediately after the date of the Letter of Acceptance submit the draft of insurance policies for the Employer’s consent.”

Following text is added at the end of third paragraph:

“The Contractor shall, within the respective periods stated in the Contract Data submit to the Engineer and the Employer a) evidence that the insurances described in this Clause have been effected, and b) copies of policies of the insurances described in Sub-Clauses 19.2.1, 19.2.4 and 19.2.5.”

19.2 Insurance to be provided by the Contractor

19.2.5 Injury to employees

The words “sickness, disease” are deleted in the third line of first paragraph.

The following Sub-Clause is added after Sub-Clause 19.2.6:

19.2.7 Insurance Company

“The Contractor shall be obliged to place all insurances described in this Clause with insurers listed in the Contract Data and rated by PACRA/VISOfrating as provided in Table below:

Accepted Contract Amount (In Eq. million PKR)	Minimum Rating of Insurance Companies
Up to 1000	A (+)
1001 to no limit	AA

21.6 Arbitration

The word “international” is deleted in the sixth line of first paragraph. The text of sub-paragraph (a) is substituted with the following:

“the Dispute shall be finally settled under the Rules of Arbitration, specified in the Contract Data;”

The following Clauses are added after Clause 21

22 Custom Duty

[Employer may incorporate provisions where applicable. However, in order to make the bid more balanced, the payment of Customs Duties should be the responsibility of the Employer.]

23 Taxes

The Contractor, Subcontractors and their employees shall be liable to pay income tax, withholding tax, super tax and other taxes on income arising out of the Contract. The rates and prices as stated in the contract shall be deemed to cover all such taxes.

24 Integrity Part

If it is found and established at any stage that the Contractor or any of his Subcontractors, agents or servants have violated or involved in violation of the Integrity Pact signed by the Contractor then the Employer shall be entitled to :

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Contractor or any of his Subcontractors, agent or servants;

(b) terminate the Contract; and

(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agent or servants.

The termination under sub-paragraph(b) of this Sub-Clause shall proceed in the manner prescribed under

Sub-Clause 15.1 to 15.4 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the Employer under sub-paragraph(a) and (c) of this Sub-Clause.

Appendix General Conditions of Dispute Avoidance/Adjudication Agreement

12 Disputes Under DAAB Agreement

In the first paragraph, third, fourth and fifth line, the text “under the Rules of Arbitration of the International Chamber of Commerce 2017.....shall apply” is substituted with “under the Arbitration Act 1940 by sole arbitrator appointed by the Managing Director Public Procurement Regulatory Authority or Chairman Pakistan Engineering Council.”





Bid Securing Declaration

FORM OF BID SECURING DECLARATION

Date:

No.:

Alternative No.: **P95650**

To: **National Police Foundation (National Police Foundation), Assistant Director Admin Mauve Area G-10/4, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]



Contract Form

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 20____ between **National Police Foundation (National Police Foundation), Assistant Director Admin Mauve Area G-10/4, Islamabad Capital Territory** (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz., **Construction of Houses for ICT Police (P95650)** 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 witnessed 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, in the order of priority, 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:
 - a) This Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The Letter of Bid;
 - d) The Particular Conditions Part A - Contract Data;
 - e) The Particular Conditions Part B - SpecialProvisions;
 - f) The General Conditions;
 - g) The Specifications Part A - SpecificProvisions;
 - h) The Specifications Part B- Technical Provisions;
 - i) The Drawings;
 - j) The Completed Schedules to Bid including Schedule of Prices;
 - k) the JV Undertaking (if the Contractor is a JV); and
 - l) [Employer to insert any other documents forming part of the Contract]

The addenda/corrigenda,if any, (Excluding part relating to Instructions to Bidders alongwith Bidding Data) shall be deemed to have been incorporated at the appropriate places in the “Documents forming the Contract”.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor Signature of Employer

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness Witness

(Name, Title and Address) (Name, Title and Address)



DAAB Agreement

[All italicised text and any text within square brackets (except sub-clause headings) in this form of agreement is for use in preparing the form and should be deleted from the final product].

Name and details of the Contract Construction of Houses for ICT Police

This Agreement made the _____ day of _____ [month], _____ [year], between

Name and contact details of the Employer **National Police Foundation (National Police Foundation), Assistant Director Admin**

Mauve Area G-10/4, Islamabad Capital Territory

+92-333-101-7652

procurement@npf.org.pk

Name and contact details of the Contractor _____ (name)

_____ (address)

_____ (telephone)

_____ (email / other contact details);

Name and contact details of the DAAB Member _____ (name)

_____ (address)

_____ (telephone)

_____ (email / other contact details);

("DAAB Agreement")

Whereas:

A. the Employer and the Contractor have entered (or intend to enter) into the Contract;

B. under the Contract, the "DAAB" or "Dispute Avoidance/Adjudication Board" means the sole member or three members (as stated in the Contract Data of the Contract) so named in the Contract, or appointed under Sub-Clause 21.1 [Constitution of the DAAB] or Sub-Clause 21.2 [Failure to Appoint DAAB Members] of the Conditions of Contract;

C. the Employer and the Contractor desire jointly to appoint the above-named DAAB Member to act on the DAAB as:

a. the sole member of the DAAB, and where this is the case, all references to the "Other Members" do not apply; or

b. one of three members / chairman [delete the one which is not applicable] of the DAAB and, where this is the case, the other two persons are:

_____ (name) _____ (name)

_____ (address) _____ (address)

_____ (telephone) _____ (telephone)

_____ (email/ other contact details) _____ (email/other contact details)

the “**Other Members**”; and

D. the DAAB Member accepts this appointment.

The Employer, Contractor and DAAB Member jointly agree as follows:

1. The conditions of this DAAB Agreement comprise:

(a) Clause 21 [Disputes and Arbitration] of the Conditions of Contract, and any other provisions of the Contract that are applicable to the DAAB’s Activities; and

(b) the “General Conditions of Dispute Avoidance/Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Construction” Second Edition 2017 published by FIDIC (“GCs”), as amended and/or added to by the following provisions.

2. [Details of amendments to the GCs, if any. For example:

In the procedural rules annexed to the GCs, Rule _ is deleted and replaced by: “ ... “]

3. The DAAB Member shall be paid in accordance with Clause 9 of the GCs. The currency of payment shall be _____.

In respect of Sub-Clauses 9.1 and 9.2 of the GCs, the amounts of the DAAB Member’s monthly fee and daily fee shall be:

monthly fee _____ per month, and

daily fee of _____ per day

(or as otherwise set under Sub-Clause 9.3 of the GCs).

4. In consideration of the above fees, and other payments to be made to the DAAB Member in accordance with the GCs, the DAAB Member undertakes to act as DAAB Member in accordance with the terms of this DAAB Agreement.

5. The Employer and the Contractor shall be jointly and severally liable for the DAAB Member’s fees and other payments to be made to the DAAB Member in accordance with the GCs.

6. This DAAB Agreement shall be governed by the law of _____ (if not stated, the law that governs the Contract under Sub-Clause 1.4 of the Conditions of Contract).

SIGNED by: _____ SIGNED by: _____ SIGNED by: _____

Print name: _____ Print name: _____ DAAB Member

Title: _____ Title: _____ Title: _____

for and on behalf of the

Employer for and on behalf of the

Contractor

in the presence of in the presence of in the presence of

Witness: _____ Witness: _____ Witness: _____

Name: _____ Name: _____ Name: _____

Address: _____ Address: _____ Address: _____

Date: _____ Date: _____ Date: _____

EPADS

FORM OF MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

WHEREAS _____ (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 Pak Rupees _____ (PKR _____) which amount shall be advanced to the Contractor as per provisions of the Contract.

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

AND WHEREAS, _____

(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 fulfilment 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, on the part of the Contractor, of which the Employer at his discretion of making decision, 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 remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until _____ whichever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of PKR _____ (Pak Rupees _____).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor

agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

Guarantor
(Scheduled Bank/ Insurance Company)

Signature _____

Name _____

Title _____

WITNESS:

1. _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)
2. _____

Name, Title & Address



Retention Money Security Demand Guarantee

_____ [Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Employer]

Date: _____ [Insert date of issue]

RETENTION MONEY GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _____ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Contractor") has entered into Contract No. _____ [insert reference number of the contract] dated _____ with the Employer, for the execution of _____ [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Employer retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ [insert amount in figures] () [amount in words] upon receipt by us of the Employer's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Employer's bank stating that the second half of the Retention Money as referred to above has been credited to the contractor on its account number _____ at _____ [insert name and address of Contractor's bank].

This guarantee shall expire no later than the day of, 2..., and any demand for payment under it must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*



Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Employer:

Signature:

[Seal]

Name of Bidder/Contractor:

Signature:

[Seal]



Performance Guarantee Form

FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

Name _____ of _____ Guarantor _____ 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 **National Police Foundation (National Police Foundation), Assistant Director Admin Mauve Area G-10/4, Islamabad Capital Territory** (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 **Construction of Houses for ICT Police (P95650)**

(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 11, 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 defense under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the

obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Guarantor

(Schedule Bank/ Insurance Company)

Signature: _____

Name: _____

Title: _____

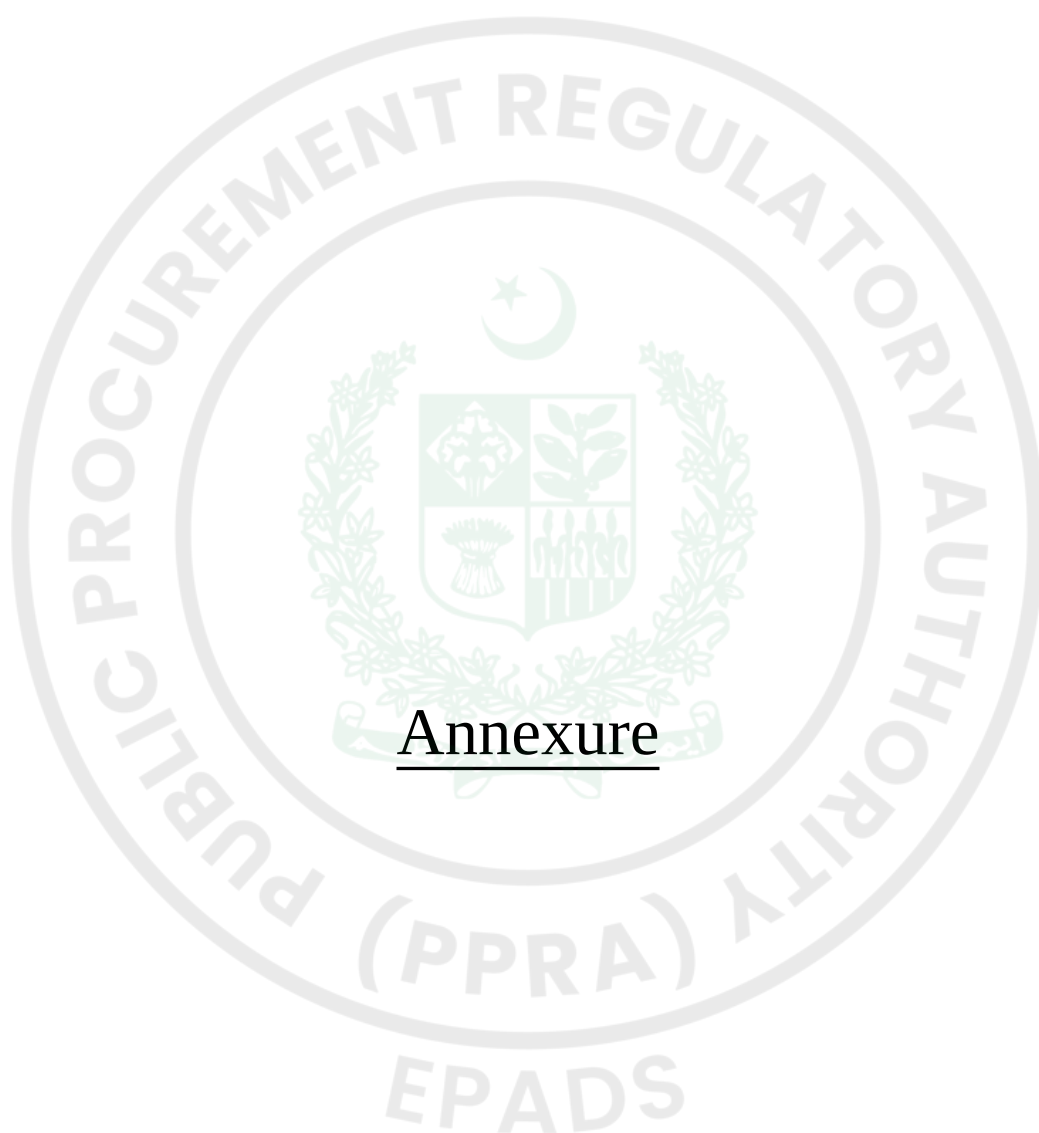
Corporate Guarantor (Seal)

WITNESS:

1.

2.

Name, Title & Address



Annexure

No Annexure Defined.





Procurement Forms



