

(ORIGINAL SET)

FOR

ENGINEERING WORKS

INTERNAL PAINT WORKS OF CORPORATE OFFICE AND BRANCH AT NBP G-5/1 BUILDING ISLAMABAD

"Original set must be submitted with a duplicate copy"

ISSUED TO/ DOWNLOADED BY.

Name of Contractor/ Firm._____

Mailing Address_____

**National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad**

INVITATION FOR BIDS

1. RENOVATION OF NBP BANK'S HOUSE MURREE
2. RENOVATION OF NBP LARRI PATHAN BRANCH RO JHELUM
3. RENOVATION OF NBP THORAR BRANCH RO RAWALAKOT A.K
4. RENOVATION OF TOILET BLOCKS AT 1ST & 2ND FLOOR OF NBP REGIONAL OFFICE RAWALPINDI
5. INTERNAL PAINT WORKS OF CORPORATE OFFICE AND BRANCH AT NBP G-5/1 BUILDING ISLAMABAD(✓)

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

1. A bidder should have a valid registration in **Pakistan Engineering Council** in financial category **C-6** or above along with PEC specialized codes CE-10 and EE-04 on bidding date.
2. Only constructor who has completed minimum three renovation projects of Banks, Financial and Multinational institutions of similar nature, costing not less than **1.0 Mn.** each during last five years is eligible to bid.
3. Valid Income Tax registration certificate (NTN) & Registration Certificate of Provincial Sales Tax on services.
4. Affidavit that the firm has not been blacklisted in past by Govt./ Semi Govt./ Private Organizations.

All the interested bidders, who wish to participate in the bidding, must submit the documentary proof of above mentioned eligibility criteria in the office of The Wing Head, Engineering Wing (North), NBP, G-5/1 Building, Islamabad for verification on or before **13-10-2023**. In case of non compliance/ineligibility, the contractor/firm will not be allowed to participate in the bidding process.

For Interested bidders **Single Stage-One Envelope Bidding Documents as per PPRA Rule 36 (a)** containing details of bid, detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids etc., have been made available at NBP web site "<https://www.nbp.com.pk/TENDER>" which can be downloaded by interested contractors/ firms till **17-10-2023**.

The bids, prepared in accordance with the instructions in the Bidding Documents along with Bid security amounting to **PKR 0.045 Mn.** each work in shape of Pay order or Bank Guarantee in the name of "**Wing Head (N), National Bank of Pakistan**" must reach in the office of:

**"Engineering Wing (North), National Bank of Pakistan, G-5/1 Building, Islamabad
Ph. +92-51-9203117"**

on or before 11:00 hours on **19-10-2023**. Bids will be opened on the same day at 11:30 hours in the presence of tender opening committee and contractors, who wish to be participated. If office remains closed on bidding date for some reason, this work will be carried out on the consecutive working day. This advertisement is also available on PPRA website at www.ppra.org.pk as well as on the National Bank of Pakistan website <https://www.nbp.com.pk/TENDER>.

**WING HEAD
ENGINEERING WING (NORTH)
NATIONAL BANK OF PAKISTAN
G-5/1 BUILDING, ISLAMABAD
PH: +92-51-9203117**

**National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad**

1. FORM OF TENDER

**NATIONAL BANK OF PAKISTAN
G-5/1 BUILDING,
ISLAMABAD.**

INTERNAL PAINT WORKS OF CORPORATE OFFICE AND BRANCH AT NBP G-5/1 BUILDING ISLAMABAD

Dear Sir,

- 1.1 Having inspected the SITE and checked all local conditions affecting the WORK and having also examined all Tender Documents & Drawings for the above named WORK, we the undersigned offer to supply, install, execute and maintain the whole of the said WORK, in conformity with the said Tender Document, for the price as mentioned below

**Civil, Electrical, Networking and
Plumbing Works**

Rs. _____

(Rupees _____)

as agreed upon under the CONTRACT or such other sums as may be ascertained in accordance with the said CONDITIONS of CONTRACT.

- 1.2 We accept the above mentioned Tender Document as valid and binding including parts not countersigned in full by us. This also includes all Appendices to Form of Tender attached hereto.
- 1.3 We confirm that we have satisfied ourselves about the SITE, services, ground water, sub-soil, climatic, traffic and all other conditions in Pakistan in general and the SITE of the PROJECT, and related works in particular, which influence, or may influence the work, and that we do not require any further clarification and additional information thereto, and that we cannot raise any claim for not knowing them.
- 1.4 We undertake to carry out such alterations, additions or curtailments of the WORK as may from time to time be determined and ordered in writing, in accordance with the CONTRACT, and at the rates in the Bill of Quantities.
- 1.5 The rates and prices which we have entered in the Bill of Quantities and Schedule, and all information and data attached with our Tender are complete and without any hidden or technical and / or financial reservations or implications. They have been duly checked, and are correct in every aspect.
- 1.6 The rates and prices which we have entered in the Bill of Quantities and Schedule, are firm and shall remain fixed for the entire duration of the CONTRACT, and are inclusive of custom duties, sales tax, local and federal taxes, Iqra surcharge, insurance, port and octroi charges, royalties, all direct and indirect costs related to and connected to the completion of the WORK
- 1.7 We attach herewith a **BID SECURITY** in the shape of pay order or bank guarantee in favour of Wing Head (N), National Bank of Pakistan, which shall be valid for a period of 180 (one hundred eighty) calendar days from the date of opening of this Tender. We agree, that should we withdraw the offer within the aforesaid period, and / or fail to sign the formal Agreement of CONTRACT, the OWNER / OWNER's REPRESENTATIVE shall be at liberty to appropriate at his absolute discretion such aforesaid Bid Bond.

**National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad**

- 1.8 A certificate attesting the signatures of our authorized representatives is enclosed.
- 1.9 We undertake, if our Tender is accepted, to commence the WORK at SITE within **14 (Fourteen) Calendar days** of the date of issue by the OWNER / OWNER's REPRESENTATIVE of the Letter of Award, and to sign the agreement for the CONTRACT within **07 (Seven) days** of the date of issue by the OWNER / OWNER's REPRESENTATIVE of the letter of Award and to complete the supply, installation and execution of the whole of the said WORK, in conformity with the said Tender Document, within _____ of the date of issued by the OWNER / OWNER's REPRESENTATIVE of the letter of Award, or such extend time as may be allowed by the OWNER / OWNER's REPRESENTATIVE from time to time under the CONTRACT.
- 1.10 We agree to pay all costs towards the preparation of the Agreement for the CONTRACT.
- 1.11 We further agree to abide by this tender for a period of 180 **(one hundred eighty) Calendar days** from the date of opening of this tender, and we agree to be bound by the Tender for that period.
- 1.12 Until and unless the Agreement is signed, this Tender and the OWNER / OWNER's REPRESENTATIVE written acceptance thereof, shall constitute binding CONTRACT between us.
- 1.13 We understand that the OWNER / OWNER's REPRESENTATIVE is not bound to accept the lowest or any Tender he may receive.

Dated this _____ day of _____, 2023 _____

Signature

National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad

Name (in block letters) **Authorization Letter**

Designation _____

Address _____ Seal of the Tenderer

Duly authorized to sign the Tender on behalf of:

(Name of the Tenderer in Block letters)

Address _____

Witness

Name (in block letters) _____

Address _____

INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Scope of Tenders

The Employer as defined in the Tendering Data (hereinafter called "the Employer") wishes to receive tenders for the Works summarized in the Tendering Data (hereinafter referred to as "the works").

Tenderers must quote for the complete scope of work. Any tender covering partial scope of work will be rejected as non-responsive.

2. Eligible Tenderers

Tendering is open to all firms contractor duly prequalified with the Bank or eligible as per invitation of Bid.

3. Cost of Tendering

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

B. TENDER DOCUMENTS

4. Contents of Tender Documents

The Tender Documents are those stated below and should be read in conjunction with any Addendum issued in accordance.

I - Instructions to Tenderers & Tender.

II- Forms of Tender & Schedules to Tender.

Schedules to Tender comprise the following:

- a. Schedule A: Schedule of Prices
- b. Schedule B: Specific Works Data
- c. Schedule C: Proposed Programmed of works

5. Conditions of Contract & Contract Data

6. Standard Forms:

- i. Form of Contract Agreement

7. Specifications

8. Drawings

9. Clarification of Tender Documents

9.1 A Prospective tenderer requiring any clarification (s) in respect of the Tender Documents may notify the Engineer/ Employer at the Employer's address indicated in the Tendering Data.

9.2 The Engineer / Employer will respond to any request for clarification which it receive earlier than 03 days prior to the deadline for the submission of tenders. Copies of the Engineer / Employer's response will be forwarded to all prospective tenderers, at least at least 02 days prior to dead line for submission of Tenders, who have received the Tender Documents including a description of the enquiry but without identifying its source.

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10. Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of tenders, the Employer may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuing addendum.
- 10.2 Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Clause 10.1 hereof and shall be communicated in writing to all purchasers of the Tender Documents. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 10.3 To afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer may at its discretion extend the deadline for submission of tenders.

C. PREPARATION OF TENDERS

11. Language of Tender

- 11.1 The tender prepared by the tenderer and all correspondence and documents relating to the Tender, exchanged by the tenderer and the Employer shall be written in the English language, provided that any printed literature furnished by the tenderer 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 Tender, the English translation shall govern.

12. Documents Comprising the Tender

- 12.1 The tender prepared by the tenderer shall comprise the following components:
- a. Covering Letter
 - b. Form of Tender duly filled, signed and sealed, in accordance
 - c. Schedules (A to C) to Tender duly filled and initialed, in accordance with the instructions contained therein & in accordance
 - d. Tender Security furnished in accordance clause 17
 - e. Power of Attorney in accordance with clause 18.5
 - f. Documentary evidence in accordance clause 15

13. Sufficiency of Tender

- 13.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Price Schedule, which rates and prices shall, except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 13.2 The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a contract for execution of the Works.

14. Tender Prices, Currency of Tender and Payment

- 14.1 The tenderer shall fill up the schedule of prices indicating 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 instructions contained in the preamble to the Schedule of Prices.
- 14.2 Unless otherwise stipulated in these conditions of Contract, prices quoted by the tenderer shall remain fixed during tenderer's perform of the Contract and not subject to variation on any account.
- 14.3 The unit rates and prices in the Schedule of prices shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

15. Documents Establishing Tenderer's Eligibility and Qualifications

- 15.1 Pursuant to Clause 12, the tenderer shall also furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 15.2 Tenderer / Manufacturer must possess and provide evidence of the experience as stipulated in Tendering Data.

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16. Documents Establishing Works Conformity to Tender Documents

- 16.1 The documentary evidence of the Works' conformity to the Tender Documents maybe in the form of literature, drawings and data and shall furnish documentation as set out in Tendering Data.
- 16.2 The tenderer shall note that standards for workmanship, material and equipment, and referred to brand names or catalogue numbers, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

17. Tender Security

- 17.1 Each tenderer shall furnish, as part of his tender, a Tender Security **PKR 0.045 Mn** in shape of Pay order or Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the tender validity date.
- 17.2 Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.
- 17.3 The tender securities of unsuccessful tenderers will be returned upon award of contract to the successful tenderer or on the expiry of validity of Tender Security whichever is earlier.
- 17.4 The tender security of the successful tenderer will be returned after the completion of the works.
- 17.5 The Tender security may be forfeited:
- a. If a tenderer withdraw his tender during the period of tender validity
 - b. If a tenderer does not accept the correction of his Tender Price, pursuant to Sub- Clause 20.3
 - c. In the case of a successful tenderer, if he fails to sign the Contract in accordance with Clause 24.2.

18. Validity of Tenders, Format, Signing and submission of Tender

- 18.1 Tenders shall remain valid for the period stipulated in the Tendering Data after the date of tender opening.
- 18.2 All Schedules to Tender are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 18.4 Each tenderer shall prepare original and number of copies specified in the tendering data of the documents comprising the tender as describe in clause 12 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initiated and official seal be affixed by the person of persons signing the tender.

19. Deadline for Submission, Modification & withdrawal of Tenders

- 19.1 Tenders must be received by the Employer at the address/ provided in Tendering Data not later than the time and date stipulated therein.
- 19.2 Tenders submitted through telegraph, telex, fax or e-mail shall not be considered.
- 19.3 Any tender received by the Employer after the date and time of tender opening prescribed in Tendering Data will be returned unopened to such tenderer.
- 19.4 No tender may be modified by a tenderer after the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in forfeiture of the Tender Security pursuant to Clause. 17.5.

D. TENDER OPENING AND EVALUATION

20. Tender Opening & Clarification and Evaluation

- 20.1 The Employer will open the tenders, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data. Any Tender price of discount which is not read out and recorded at tender opening will not be taken into account in the evaluation of tender.
- 20.2 The tenderer's name, Tender price, any discount, the presence or absence of Tender Security and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the tender opening. Any tender price or discount which is not read out and recorded at tender opening will not be taken into account in the evaluation of tender.
- 20.3 To assist in the examination, evaluation and comparison of Tenders the Engineer/ Employer may, at its discretion, ask the tenderer for a clarification of its Tender.

The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.

- 20.4 (a) Prior to the detailed evaluation, pursuant to clause.20.6 to 20.8, the Engineer/ Employer will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clause, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. It will include to determine the requirements listed in Tendering Data.

(b) 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 tender price entered in Form of Tender and the total shown in schedule of prices- summary, the amount stated in the Form of Tender will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

If the tenderer does not accept the corrected amount of Tender, his tender will be rejected and his Tender Security forfeited.

- 20.5 A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non- conformity.
- 20.6 Any minor informality or non-conformity or irregularity in a Tender 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 other tenderers.
- 20.7 The Engineer/ Employer will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses 20.4 to 20.6 as per requirements given hereunder. Tender will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 20.7 herein below:
- a. Technical Evaluation
It will be examined in detail whether the Works offered by the tender complies with the Technical Provision of the Tender Documents. For this purpose, the tender's data submitted with the tender in Schedule B to tender will be compared with technical features/ criteria of the Works detailed in the Technical Provisions, Other technical information submitted with the tender regarding the Scope of work will also be reviewed.
 - b. Commercial Evaluation
It will be examined in detail whether the tenders comply with the commercial/ contractual conditions of the Tender Documents. It is expected that no major deviation

/ stipulation shall be taken by the tenderer.

20.8 Evaluated Tender Price

In evaluating the tenders, the Engineer / Employer will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price.

- i. Making any correction for errors pursuant to Sub-Clause 20.4 hereof.
- ii. Making an appropriate price adjustment for any other acceptable variation or deviation.
- iii. Making an appropriate price adjustment for Deviations in terms of payments (if any and acceptable to the Employer).

20.9 Evaluation Methods.

Pursuant to Sub-Clause 20.8 Para (ii), and (iii) following evaluation methods for price adjustments will be followed.

- i. **Price Adjustment for Technical Compliance.**
The cost of making good any deficiency resulting from technical non-compliance will be added to the corrected Total Tender price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenders being evaluated in detail in their original Tenders for corresponding item. In case of non-availability of price from other tenderers, the price will be estimated by the Engineer / Employer.
- ii. **Price Adjustment for Commercial Compliance.**
The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Engineer/ Employer will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.
- iii. **Price Adjustment for Deviation in Terms of Payments.** Refer to Tendering Data

21. Process to be Confidential

21.1 Subject to Clause. 20.3 Heretofore, no tenderer shall contact Engineer / Employer on any matter relating to its Tender from the time of the tender opening to the time the contract is awarded.

21.2 Any effort by a tenderer to influence Engineer / Employer in the Tender evaluation, Tender comparison or Contract Award decisions may result in the rejection of his Tender.

E. AWARD OF CONTRACT

22. Post - Qualification

22.1 In the absence of pre-qualification, the Employer will determine to its satisfaction whether the substantially responsive, lowest evaluated tenderer is qualified to satisfactorily perform the Contract.

22.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted under Clause. 15, as well as such other information as the Employer deems necessary and appropriate.

23. Award Criteria & Employer's Right

23.1 Subject to Sub-clause. 23.2, the Employer will award the Contract to the Tenderer whose tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender Price provided that such tenderer has been determined to be qualified to satisfactorily perform the Contract in accordance with the provision of Clause. 22.

23.2 Notwithstanding Sub-clause 23.1, the Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time, prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

24. Notification of Award & Signing of Contract Agreement

24.1 Prior to expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer in writing ("Letter of Acceptance/Work Order") that his tender has been accepted.

24.2 The formal Agreement between the Employer and the successful tenderer shall be executed within 7 days of the receipt of Form of Contract Agreement by the successful tenderer from the Employer.

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G-5/1 Building, Islamabad**

F. TENDERING/ BIDDING DATA SHEET/INSTRUCTIONS TO BIDDERS

- 25. Name of Employer**
NATIONAL BANK OF PAKISTAN
- 26. Brief Description of work**
INTERNAL PAINT WORKS OF CORPORATE OFFICE AND BRANCH AT NBP G-5/1 BUILDING ISLAMABAD
- 27. Employer/ Engineer Address for the purpose of Tender Submission**
Engineering Wing (North), G-5/1 Building, Islamabad
- 28.** Tender shall be quoted entirely in PAK Rupees. The payment will be made in PAK Rupees.
- 29.** (a) - Amount of Tender/ Bid Security PKR 0.045 Million in shape of Pay Order or Bank Guarantee
(b) - Period of Tender/ Bid Validity 180 Days from the date of opening of tenders.
- 30.** (a) Completion Period of Works 45 Calendar Days.
(b) In case of any discrepancy between drawing and BOQ. In this case BOQ will supersede.
- 31.** (a). Number of copies of the tender to be submission One Original plus One Copy.
(b). Venue, Time & date of Tender Opening

Venue As mentioned above

Time 11:30 hours

Date 19/10/2023

**G. SPECIAL CONDITIONS OF CONTRACT CONSTRUCTION /
REFURBISHMENT / RENOVATION WORKS**

32. Security Deposit

The persons whose tender may be accepted (hereinafter called the contractor) shall permit the National Bank of Pakistan at the time of making any payment to him for work done under the Contract to deduct such sum as will amount to Five percent (5%) of all money so payable, such deduction to be held by the National Bank of Pakistan by way of Security deposit. All compensation or other sums of money payable by the contractor to the National Bank of Pakistan under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising therefrom, or from any sums which may be due or may become due to the contractor by the National Bank of Pakistan on any account whatsoever, and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government Securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. However, the contractor will not be entitled to any interest or profits on his earnest money, security deposit or any other sums of money of the contractor remaining with the Bank for any period.

33. Compensation or liquidated damages payable by contractors to National Bank of Pakistan for delay in completion of work:

- 33.1 The time allowed for carrying out the work as entered in the tender by strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation 0.1% for every day that the work remains un-commenced, or unfinished after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds none month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed, onehalf of the work, before one-half of such time has elapsed, and three fourths of the work, before three fourths of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable, without prejudice to the other rights of the employer, to pay as compensation 0.1 % for every day that the due quantity of work remains incomplete, provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.
- 33.2 In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum deducted by installment) or committed a breach of any of the terms contained in the Engineer In-charge on behalf of the National Bank of Pakistan shall have power to adopt all or any of the following courses without prejudice to its other rights, as he may deem best suited to the interest of the National Bank of Pakistan.
- 33.3 Action when whole security Deposit is forfeited:
- a. To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer shall be conclusive evidence) and in which case the security deposit of contractor shall stand forfeited, and be absolutely at the disposal of the National Bank of Pakistan.
 - b. To employ labour paid by the National Bank of Pakistan and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of material (of the amount of which cost and price certificate of the Engineer In-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects

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in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Engineer In-charge as to the value of the work done shall be final and conclusive against the contractor.

- c. To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole had been executed by him (of the amount of which excess the certificate in writing of the Engineer In-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the National Bank of Pakistan under the contract or otherwise, or from his security deposit or proceed of sale thereof or a sufficient part thereof.

In the event of the above courses being adopted by the Engineer In-charge the contractor shall have no claim to compensation of any loss sustained by him by reason of his having purchased or procured any material or entered into engagements, or made any advances on account of or with a view to the execution of the work of the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract unless and until the Engineer In-charge will have certified in writing the performance of such work and the value payable in respect thereof; and he shall only be entitled to be paid the value so certified.

34. Contractor remains liable to pay compensation if action not taken under clause-33.2

In any case in which any of the powers, conferred upon the Engineer In-charge by clause 33.2 hereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause hereof he is declared to pay compensation amounting to the whole of his security deposit the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer In-charge putting in force either of the power(a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant materials and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying / allowing for the same in account at the contract rates, or in case of those not being applicable at current market rates to be certified by the Engineer In-charge whose certificate thereof shall be final. otherwise the Engineer In-charge may by notice in writing to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Engineer In-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractors and at his risk in all respects and the certificate of the Engineer In-charge as to the expenses of any such sale shall be final and conclusive against the contractor.

35. Extension of time for completion of work

If the contractor shall desire an extension in the time for completion of the work on the grounds at his having been unavoidable hindered in its execution or on any other ground he shall apply in writing to the engineer In-charge within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Wing Head shall, if in his opinion (which shall be final) reasonable ground be shown thereof, authorize such extension of time, if any, as in his opinion, be necessary or proper.

36. Final Certificate for completion

On completion of the work, and six months thereafter the contractor shall be furnished with a certificate by the Engineer In-charge of such completion, but no such certificate shall be given, nor shall the work considered to be complete until the contractor shall have

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removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and clean off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer In-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer In-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

37. Confirmation to all laws and regulations

The contractor shall confirm in all respects to the provision of all Central and Local Laws, Rules and Regulation which may be applicable to the execution of said works by contractors and indemnify the proprietor against all penalties incurred by reason of any such provision.

38. All on intermediate payments to be regarded as advance

No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer In-charge whose certificate of such approval and passing of the sum to payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the occurring of any claim nor shall of the affect in any way the powers of the Engineer In-charge under these conditions or any of the accounts or otherwise, or in any other way or affect the contract. The Engineer In-charge shall have power to amend or withhold any certificate if the works or any part thereof have not been carried out satisfactorily. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work, otherwise the Engineer In-charge certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

39. Submission of bills

A bill shall be submitted by the contractor for each month on or before the date fixed by the Engineer In-charge for all work executed in the previous month, and the Engineer In-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted if possible, before the expiry of one month from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, Engineer In-charge may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant; and the Engineer In-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

40. Bill to be submitted on Printed Forms

The contractor shall submit all bills on the printed forms and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates previously approved by National Bank of Pakistan.

41. Payment due to the contractor will be made either by credit to his account with the Bank or directly to him.

42. Supply of Materials by the Bank

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If the specification or estimate of the work provides for use of any special description of materials to be supplied from the National Bank's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer In-charge (Such materials and stores and convenience of the contractor but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same as held in Government Securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the National Bank of Pakistan and shall not on any account be removed from the site of the work, and shall at all-time be open to inspection by the Wing Head/Engineer In-charge. Any such material unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the National Bank of Pakistan's store, if by a notice in writing it shall so require. The contractor shall not be entitled to return any such material except with the consent of the National Bank of Pakistan. In case any such materials returned to the Bank with such consent, have remained unused by the contractor or any wastage or damage has been caused to such materials, the contractor will not be entitled to any compensation from the Bank for such wastage, damage or non-use of the materials.

43. Work to be executed in accordance with Specification, Drawings, and Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regard materials and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the design, drawings and instruction in writing relating to the work signed by the Wing Head/ Engineer In-charge and lodged in his office and to which the contractors shall be entitled to have access at such office, or on the site of the work for the purposes of inspection, during office hours, and the contractors shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification and of all such design, drawings and instruction as aforesaid. The whole work shall be carried out to the entire satisfaction of the Wing Head whose decision regarding workmanship and interpretation of specifications shall be final and binding on the contractor.

44. Alteration in Specifications, designs and Quantities

The Wing Head, Engineer In-charge shall have power to make any alteration in omission from addition to, or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary, or advisable during the progress of the works, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Wing Head / Engineer In-charge and such alteration, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work, and the certificate of the Engineer In-charge shall be conclusive as to such proportion. If the items of the work corresponding to the altered, additional or substituted work are not already mentioned in the Schedule of quantities and rates, the Chief Engineer in writing shall fix such other rate or price as in the circumstances he shall think reasonable and proper where extra work cannot be properly valued, the contractor shall be allowed day work prices in accordance with the local day work rates and wages and in either case the vouchers specifying the daily time and the materials used by delivered to the Engineer for verification and if the altered, additional or substituted work is not entered in the said schedule of rates then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Wing Head / Engineer In-charge of the rate which it is his intention to charge such class of work,

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and if the Wing Head / Engineer In-charge does not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him, prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Wing Head. The decision of the Wing Head as regards rates shall be final and binding on the contractor.

45. Rates for substituted or additional items of works

No deviation from specifications stipulated in the contract nor any additional items of work shall be carried out by the contractor unless the rates of the substituted, altered or additional items have been approved in writing by the Wing Head failing which the National Bank of Pakistan will not be bound to entertain any claim on this account.

46. No compensation for alteration in or restriction of work to be carried out

If at any time after the commencement of the work the National Bank of Pakistan shall for any reasons whatsoever not require the whole thereof as specified in the tender to be carried out, the Wing Head / Engineer In-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason or any alteration have been made in the original specification, drawing, design and instructions which shall involve any curtailment of the work as originally contemplated.

47. Action and Compensation payable in case of bad work

If it shall appear to the Engineer In-charge or his subordinate In-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer In-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles to specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified the Engineer In-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer In-charge may rectify or remove, and re-execute the work or remove and replace with others, the material on articles complained of, as the case may be at the risk and expenses in all respect of the contractor.

48. The Contractor shall be responsible:

for obtaining insurance against all risk including war risk, mutiny, civil war, civil commotion and other risks as may be prescribed from time to time by the bank to the works and materials used and unused issued by the Bank and shall make good at their own cost, all loss or damage whether to the work themselves, materials and / or to the lives, persons either under the workmen's compensation Act or third party risk or property of others from whatsoever cause arising out of, or in-connection with the works either during the progress of the works or during the period of maintenance provided by the contract. All such insurance policies shall be assigned by the contractor to or in favour of the employer and if due to any reason such assignment is not possible, then the contractor shall take out insurance policies jointly in his and in the name of the employer and for the benefit of the employer. The contractor shall obtain and keep in force policies in respect of the above risks and such risks as it may be prescribed by the Bank from time to time which shall apply specifically and solely to the contract and shall fulfill all the contractors' obligations for insurance in connection with this contract from the National Co-insurance Scheme. If the

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national Co-insurance Scheme is unable to provide the cover from a Pakistani insurer or if neither the National Co-insurance Scheme is unable to provide the cover from a Pakistan insurer or if neither the National Co-insurance Scheme is unable to provide the cover from a Pakistani insurer or if neither the National Co-insurance Scheme nor a Pakistani insurer are able to provide a cover, only in that event shall cover be obtained from foreign insurers.

49. Work open to Inspections

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to be inspection and supervision of the Wing Head / Engineer In-charge and his subordinate and the contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of the intention of the Engineer In-charge or his subordinate to visit the works shall have been given to the contractor himself.

50. Notice to be given before work is covered up:

The contractor shall be given not less than five days' notice in writing to the Engineer In-charge or his subordinate In-charge of the work before covering up to otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach measurement, and work without the consent in writing of the Engineer In-charge or his subordinate In-charge of the work and if any work shall be covered up or placed obtained, the same shall be covered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

51. Maintenance period after issue of certificate of completion:

- a. After six months for refurbishment / renovation works
- b. After one year for construction of building works

If the contractor or his workmen or servants shall break deface, injure or destroy any part of a building in which they may be working or any buildings, road, curbs, fence, enclosure water pipes, cables, drains, electric or telephone post of wires, trees, grass or grassland or cultivated ground adjoining contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever, or any imperfections become apparent in it after six months of completion of refurbishment / renovation works and after one year completion of construction of building works, the contractor shall make the same good at his own expense, or in default, the Wing Head may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Wing Head shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of six months after the completion of work.

52. Contractor to supply plants ladders etc.

The contractor shall supply at his own cost material except such special materials, if any, as may in accordance with the contract be supplied from the National Bank's stores, plant tools, appliance, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether in the specification or other documents forming part of the contract or included or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer In-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing this so doing the same may be provided by the National Bank of Pakistan at the expense of the contractor and the expenses may be deducted from any money due to the contractor, or from his security deposit or the proceeds of the sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary

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fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of contractor be paid to compromise any claim by any person.

53. Contractors liabilities under Workmen's Compensation Act

In every case in which by virtue of the provisions of section 12, sub-section (1) of the workmen's compensation Act, 1923, the National Bank of Pakistan is obliged to pay compensation to a workman employed by the contractor, in execution of the works the National Bank of Pakistan will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the National Bank of Pakistan under section 12, sub-section (2) of the said Act. the National Bank of Pakistan shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the National Bank of Pakistan to the contractor whether under this contract or otherwise. The National Bank of Pakistan shall not be bound to contest any case against it under Section 12, sub-section (1) of the said Act, except on the written request of The contractor upon his giving to the National Bank of Pakistan full security for all cost of which the National Bank of Pakistan might become liable in consequence of contesting such claims.

54. Labour: No female labour shall be employed within the limits of cantonment.

55. No labourer below the age of twelve years shall be employed on the work.

H. FAIR WAGES CLAUSE

56. The contractor shall pay not less than fair wages to labourers engaged by him on the work.

57. Explanation. "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the rates prescribed by the Pakistan P.W.D for the district in which the work is done.

58. The contractor shall notwithstanding the provision of any contract to the contrary cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by this sub-contractor in connection with the said work, as if the labourers had been immediately employed by him.

59. In respect of all labour directly or indirectly employed, in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with Government Labour Regulations.

60. The National Bank of Pakistan shall have the right to deduct from the moneys due the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by the terms of the contract or non-observances of the Regulations.

61. The National Bank of Pakistan vis-a-vis the contractor shall be primarily liable for all payment to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from this sub-contractors.

62. The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be a breach of this contract.

63. The contractor shall at his own expense provide or arrange for the provision of footwear for labour doing cement mixing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer In-charge and on his failure to do so the National Bank of Pakistan shall be entitled to provide same and recover the cost from the Contractor.

64. The Contractor shall submit progress, at the end of every month as well as final report at the time of completion of work to be submitted along with the final bill, to the Engineer In-charge.

65. Statement showing labour employed etc.

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66. (1) The number of labourers employed by him on the work
(2) Their working hours,
(3) The wages paid to them, and
(4) The accidents that occurred during the said fortnight showing circumstances under which it happened and the extent of damage and injury caused by them, failing which the contractor shall be liable to pay to the National Bank of Pakistan a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the Engineer In-charge shall be final in deducting from any bill due to the contractor the amount levied as fine.
67. **Observance of Government labour rules for welfare**
In respect of all labour directly or indirectly employed on the work for performance of the contractor's part of this agreement the contractors shall comply with or caused to be complied with all rules framed by the Government from time to time, for the protection of Health and sanitary arrangement for workers employed by the National Bank of Pakistan and its contractor.
68. **Contract may be rescinded and security deposit forfeited for subletting, bribing or becomes insolvent**
The Contract shall not be assigned or sublet without the written approval of the Wing Head. And if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any officer or person in the employ of the National Bank of Pakistan, Any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Wing Head may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the National Bank of Pakistan and the same consequences shall ensure as if the contract has been rescinded under clause 33.2 hereof and in addition the contractor shall not be entitled to recover or be paid for any work heretofore actually performed under the contract.
69. **Sums payable by way of Compensation**
All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the National Bank of Pakistan without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
70. **Changes in the Constitution of the firm**
In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Wing Head for his information.
71. **Work to be under the direction of the Wing Head**
All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Wing Head of the National Bank of Pakistan for the time being who shall be entitled to direct at what point or point and in what manner they are to be commenced and from time to time carried on.
72. **Settlements of Disputes**
Except where otherwise provided in the contract all questions and disputes relating to the meaning of the designs, drawings and instructions herein before mentioned and or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of, or relating to the contract, design, drawings, estimates, instructions, ordered, or these conditions or otherwise concerning the works, or execution, failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the Group Head Engineering National Bank of Pakistan being the sole arbitrator and whose decision shall be final and binding on the contractor without any appeal.

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- 73. That the courts at Islamabad** shall alone have jurisdiction in respect of all disputes which may arise between the Bank and the Contractor.
- 74. Lump sum in estimate**
When the estimate on which a tender is made includes lump sum in respect of the parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part the work in question at the same rates as are payable under this contract for such items, or if the part of the working question is not, in the opinion of the Engineer In-charge capable of measurement, the Engineer In-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer In-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.
- 75. Action where no specification**
In the case of any class of work for which there is no such specifications as in mentioned in rule I such work shall be carried out in accordance with the Pakistan P.W.D specification for the district and in the event of there being no district specification then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of senior Engineer.
- 76. Definition of work**
The expression "work" or "works" where used in this conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original altered substituted or additional.
- 77. No claim on account of fluctuations**
It must be clearly understood by the Contractor that no claim on account of fluctuation of market rates on account of war or for any reason whatsoever will be entertained during the currency of this contract for items of the work as per schedule of quantities attached to the agreement.
- 78. Rates inclusive of all taxes**
The tendered rates or amounts should be inclusive of all taxes, income and sales taxes etc. payable to the central and provincial Government or local bodies and no claims on this account shall be entertained by the National Bank of Pakistan, even if the taxes are enhanced or any new taxes are imposed under any head by the Government of Pakistan / Provincial Government or a Local Body during the currency of the contract. Enhancement of taxes or levy of new tax shall not affect the rates which may be agreed upon.
- 79. Rates inclusive of all leads and lifts**
The tendered rates shall be inclusive of all lead and lift.
- 80. Contractor to check drawing, specifications etc. before execution of work**
The contractor shall check- all dimensions and quantities on any drawing and schedule of items given to him by the Bank and shall notify the Bank of any discrepancy or divergence which may be discovered therein and the contractor must get it clarified in writing before execution of the work otherwise he will be solely responsible for any loss to him in rectifying the work.
- 81. Rates Inclusive of all incidental charges**
The contractor's rate shall include all incidental charges in connection with the work such as the cost of removing trees, shrubs, grass, etc. which interfere with the execution of the work.
- 82. No alternation or additions** shall be made by the contractor in the schedule of quantities, and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. All corrections must be initialed by the contractors. Any tender

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which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.

- 83. Reduction of rates for items not carried out properly**
The Wing Head has full power to reduce the rates for such items which have not been properly carried out but can be accepted otherwise. The decision of the Wing Head with respect to reduction or rates will be final and without appeal.
- 84. Materials obtained for execution**
Material obtained from execution will be the property of the Bank. Serviceable materials are to be stocked in the place pointed out by the places pointed out by Engineer In-charge.
- 85. The contractor** under take to have the site clean free from rubbish to the satisfaction of Engineer In-charge.
- 86. The nature of work** as to be carried out is given more or less in the nomenclature of the items in the schedule. But for all purposes Pak P.W.D specifications, will have to be followed and as per direction of the Engineer In-charge.
- 87. Doubts about specifications to be referred to Wing Head before submitting tender**
The contractor shall carefully read the detailed specifications attached with the schedule of quantities and if they have any doubts they should get them clarified from the Engineer In-charge concerned, before execution of the work. In case detail of drawing of some items is not attached with the tender documents, but the item is given in the schedule of quantities, the contractor is bound to get it clarified from the Wing Head/ Engineer In-charge before submitting his tender, failing which the contractor will be bound to execute the work at his tender rates according to the details of drawings and designs of the work, which may be supplied to him subsequently by the Bank and in such case the Bank will not be liable to pay any extra amount.
- 88. Contractor staff at site**
The contractors must keep experienced Engineer who can understand drawing, specifications etc. on the site of work throughout the working time. He must be approved by the Engineer In-charge and should he not carry out his duties properly he shall be removed by the contractor within one week of a written request from the Engineer In-charge. When an Engineer is removed another approved one by the Engineer In-charge should be appointed.
- 89. The contractors** should inspect the site of work and acquaint themselves with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc. before submitting the tenders.
- 90. In case of work** of additions and alternation repairs or renovation of any Bank building the contractor should clearly understand that he will not disturb the normal activities in the said building in any way by his working. The contractor will not be entitled to any compensation due to inconvenience or difficulty in execution of the work or idling of his labour or piecemeal working or due to delay in the clearance of work site on account of the above.
- 91. Whenever a work** is carried out in a city area, electric light or electric danger signs shall be provided by the contractor in the barriers as well as paraffin ones at his own expense.
- 92. The contractors** may have to make temporary approach roads etc. at their own cost to facilitate carriage of materials, such approach roads shall be aligned in a manner approved by the Engineer In-charge.
- 93. The contractor(s)** shall at his / their own cost provide his/ their labour with hutting on the approved site and shall make arrangement for conservancy and sanitation in the labour camp to satisfaction of the local public Health and medical authorities. He / they shall also at his / their own cost make arrangement for laying of pipe lines for water supply to his / their labour camp from the existing means wherever available and shall pay all fees, charges and

expenses in connection therewith and incidental thereto.

M. INTERPRETATION OF CLAUSES

- 94. The Architect,** the Engineer In-charge and the Senior Engineer mean the Wing Head/ Engineer In-charge employed by the National Bank of Pakistan, In-charge of the department of Engineering at Islamabad. The site Engineer means the duly authorized representative of the Wing Head.

Words importing the singular number shall include the plural number and vice versa. Schedule showing (approximate) materials to be supplied by the Engineering Wing, National Bank of Pakistan under clause (10) and (25) of the conditions of contract for work contracted to be executed and the rates at which they are to be charged for.

95. Right of employer under law

Nothing contained in the Main contract shall in any way, affect or impair or be deemed or constructed to affect or impair any rights or remedies to which the employer may be entitled under law.

- 96. That in the interpretation** of the contract the following documents shall be taken into account which are attached herewith:

- General specifications and plans
- Additional Condition
- General rules and direction for the guidance of contractors
- Tender for works
- Notice inviting tenders
- Letters forming part of contract

STANDARD FORMS

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THE CONTRACT AGREEMENT

This AGREEMENT, made at _____ and entered into this _____
day _____ of _____ by _____ and _____ between National Bank of Pakistan, The "National Bank" of the one part and hereinafter referred to as _____

of hereinafter referred to as the "Contractor", (which expression shall include the successors, assigns of the said firm, Heirs, executors, administrators and assigns of the partners of the said firm individually or severally) of the said firm individually or severally) of the other part.

WITNESSET'H:

WHEREAS, under due procedure tenders have heretofore been received by the National Bank of Pakistan for construction / refurbishment, repair , renovation & face lifting of National Bank of Pakistan building / branches at and the tender of the Contractor for said works has been accepted by the National Bank of Pakistan.

NOW THEREFORE, for and in consideration of the promises, negotiations, covenants, and agreement hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-

- I. In consideration of the covenants and agreement to be kept and performed by the contractor, and for the faithful performance of this contract, and the completion of the work embrace therein, according to the specifications and conditions herein contained and referred to or agreed to in course of subsequent negotiations and in accordance with the general agreement and conditions of contract the National Bank of Pakistan shall pay, and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, the contract price stipulated in the Contractor's Tender or such other sums as may be ascertained in accordance with such conditions of Contract etc. and at rates quoted against each item of work and agreed to accept by the parties as one instrument, and at the times and in the manner prescribed by the Conditions of Contract.
- II. The Contractor, at his own proper cost and expense shall do all work and furnish labour, materials, tools, supplied machinery and other equipment and constructional plant that may be necessary for the construction of foundations and Superstructure and refurbishment / renovation works.
- III. The maintenance of a rate progress in the works, which will result in its completion within the specified time, is an essential feature of this Contract and the Contractor agrees to proceed with all due diligence and care at all times to take all precautions to ensure the time of completion as defined herein time being deemed to be the essence of the contract on part of the contractor.

The said work shall be started within fourteen days of the Contractor's receipt from the National Bank of Pakistan of a written order to proceed, and the Contractor shall have the work called for under the Contract fully completed on or before the day of _____

- IV. It is also understood and agreed that the Contract documents including any addenda hereto, consisting of the Instructions to Tenderers, the Tender, Conditions of Contract, Special Conditions, Schedule of items and rates, letter of intent, (Award), Technical Specifications, Drawings and this Contract each and all are made a part thereof and have the same force and effect as if set forth at length herein.

It is agreed by the parties to this Contract that this Contract shall be executed in four counterparts, three copies to be kept in the office of the National Bank of Pakistan one given to the Contractor.

**National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad**

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four counterparts as of the day and year herein above set-forth.

ATTESTED

NATIONAL BANK OF PAKISTAN

(SEAL)

BY _____

ATTESTED

(CONTRACTOR)

BY _____

(SEAL)

SPEICAL CONDITIONS

Clause 1: DESCRIPTION OF THE WORK

The work consists of furnishing all plant, labour, material, equipment and performing all the work in strict accordance with the contract Documents, for the construction or renovation, as described, including the responsibility and performance of all related work necessary and apartment thereto; its proper functioning, testing and initial operations, performance. The contractor shall procure, furnish provide and arrange for all the necessary and appurtenant thereto; it proper functioning, testing and initial -operation performance. The Contractor shall procure, furnish, provide and arrange for all the necessary construction and maintenance of the necessary construction camps, offices and warehouses, shall construct as required and maintain the diversion works for drainage and shall perform all other work necessary for completion of the works described herein in strict conformance with these specification.

Clause 2: GEOLOGY

The Employer does not guarantee the correctness of the designations of any materials not any interpretations, deductions, or conclusions relative to sub-surface conditions. Each Tenderer and the Contractor must form his own opinion of the character of the work and of the materials to be excavated or dismantled, he must: make his own interpretations, and satisfy himself by his own investigation and research regarding all conditions affecting the work to be done. Tender and the Contractor must assume all responsibilities for deductions and conclusions as to the nature or conditions of the materials to be excavated and of doing other work affected by the geology at the site of the work.

Clause 3: TEMPORARY WORKS

Within the areas, which may from time to time be defined as the site, the Contractor shall carry out and perform the construction of the works, and subject to the approved of National Bank will be permitted to construct temporary roadways, railways, camp building and temporary works, which he may require for the construction of the works. If the contractor wishes to use other land for camps or for other contractor purposes, the contractor shall make all necessary arrangement thereof and shall pay all rentals or other costs connected herewith. The National Bank will give to the contractor possession of the area designated and defined as the site, and shown on the drawing when the National Bank's order to commence work is given.

Clause 4: SITE OFFICE

Site brae with sanitary facilities shall be erected at contractors cost for his own use and that of the site staff of the National Bank and Engineer In-charge, minimum trea for the use of site staff of National Bank and Engineer In-charge shall be 300 Sit and shall be of such dimensions and design as may be approved by the Engineer In-charge. On completion of the work, the contractor shall remove the structure unless requested otherwise by the National Bank and clear the site without any claim for compensation. The contractor shall arrange a telephone connection at the site of work. The installation charges shall be reimbursed to the contractor by the Bank idler completion of the job but the running expenses shall be borne by the contractor without any claim, the telephone shall be maintained in good order for the use of Bank's representative without any charges at all times during and for the period of construction.

Clause 6: USE OF SITE

The site is to be kept as clear as possible, to facilitate rapid progress of the work and no employees of the Contractor unless authorized by the National Bank will he permitted to live on the site.

Clause 7: SETTING OUT

The Contractor will have to lay out the building as per plan. The Contractor will responsible for all errors that may be subsequently found and he will remedy it all his own expense. If certain portion of the work has already been done by other contractors, the contractor is to check all the center lines in the work already performed and to report in writing, any discrepancies between these checking and the National Bank drawings at the time of taking possessions of the site. Once he has

taken possession, the Contractor will be responsible for any errors that may subsequently be found in the visible portions of other contractor's work and will have to remedy the same at his own expense.

Clause 8: SURVEYING INSTRUMENTS

The Contractor shall maintain in his office at site required surveying instruments in perfect working condition to enable the National Bank and, Engineer In-charge to check level and lines of the work. The contractor is to construct and preserve accurate setting out stations and bench marks so that the lines and levels may easily be checked.

Clause 9: CARE OF WORKS

The contractor will be held responsible for the care of the whole of the works including those executed by specialist contractors from damage arising from any cause whatsoever (same and except the Excepted risks and defined below) from the date of commencement to the date of completion. The contractor shall also be responsible for all damage to person, .property, animal or thing arising during execution of the works. Excepted Risks as mentioned above are Nuclear Hazards, war hostilities (whether way is declared or not) invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war or riots (otherwise than among the Contractors own employees) or use of occupation by the National Bank of any portion of the works in respect of which a certificate of completion has been issued.

Clause 10: KEEPING FOUNDATIONS & WORKS FREE FROM WATER

If necessary, the contractor at his own expense shall provide and maintain power driven pumps to keep the works free from water. The water shall be disposed of to the satisfaction of the local authorities and / or the National Bank.

Clause 11: PROGRESS REPORT

The contractor shall be responsible for preparing and sending Monthly report of progress to the owner and Engineer In-charge. The proforma for such weekly progress report shall approved by Engineer In-charge or amended from time to time as found necessary. All assistance by Contractor shall be given to Engineer In-charge or amended from time to time as found necessary. All assistance by contractor shall be given to Engineer In-charge, site staff as and when an assessment of such progress is to be made by Engineer In-charge.

Clause 12 : TREASURE TROVE

The contractor shall hand over to the National Bank any treasure coins or objects of antiquity or fossils etc. which may be found on the site during excavation.

Clause 13: WATER AND WARD

The Concerned branch shall provide at his own expense day and night watchmen for the protection of all works on site including materials already fixed in the work by him or by other specialist contractors employed will also be required to have their own watchmen for their own stores.

Clause 14: TEMPORARY POWER AND LIGHT

During the construction period temporary power and lighting facilities shall be provided by the contractor to supply electric service for construction tools, equipment and site lighting etc. The contractor shall assume responsibility for this service, its maintenance, repair and operation at his own cost, starting two weeks after notification of award of the contract and as directed by National Bank.

Clause 15: WATER FOR CONSTRUCTION/RENOVATION PURPOSES

Contractor will make his own arrangements for water for construction, drinking and other purpose.

Clause 16: SITE ORDER BOOK

The contractor shall maintain a site order book (of triplicate leaves) for taking instruction and

directions of the Bank's Chief Engineer or his representative at the site of work.

Clause 17: GENERAL

Wherever in the drawings and schedule of items etc. and specification any material or articles or matter is indicated to be under "approved", "Requirement", "Direction" and instruction it will be of the Bank's Group Head at the Head Office:

Clause 18: ATTENDANCE UPON SPECIALIST CONTRACTORS

The General Contractor shall at his own cost attend upon and allow all facilities and make good after all specialist contractors have executed their works. He shall allow sufficient time and free use of water, electricity, available or erected at site, at usual charge as approved by the Chief Engineer. The following specific attendance will be required from the General Contractor.

- a) **Mechanical Service:** The specialist contractor shall place sleeves in toe form work of concrete before pouring to allow for the future passage of pipe. Where possible or essential, the specialist contractor will install such equipment which has to be embedded in structural concrete or brick work or floor and General Contractor and his workmen shall take care as not to dislocate such installation. Where this cannot be done in advance, the specialist contractor shall cut holes in floors and walls required to accommodate piping and fittings and the building contractor will make good any work cut away. Where the pipes are suspended from ceiling or clamped to walls, the specialist shall fix such hangers and clamps to ceiling or walls and the General Contractor shall do any making good ceiling or wall as required. IN case of all electrical conduits and all service pipes, the General Contractor shall exercise care in covering such pipes with cement mortar so that any time concrete filling below floor tiling or roof terrace will not cause the pipes to deteriorate.
- b) **Air-Conditioning, Heating and ventilation:** The Building Contractor's attendance will be as follows:
- The ceiling ducts and pipes will be fixed by the specialist contractor secured to the structural slab by wrought iron hangers which will penetrate the underside of the structural roof slab in order to secure the hangers. The specialist contractor will make good the cutting of the slab after the specialist contractor has done his work. After the ducts are in position, the special contractor will fix the ceiling as per his own vender.
- He shall construct in the plant chamber heavy foundation using anti-vibration material supplied by the specialist, and shall also building reinforced concrete chambers for washers etc. as shown on the specialist drawings to be supplied by the Air-Conditioning Contractor. All builders work connected with foundations and concrete chambers in plant room shall be paid to this contract separately.
- c) **Lifts:** The general contractor will hand over the lifts shaft with all its walls perfectly vertical and smooth. The General Contractor will provide all assistance to representatives of lifts specialist to check concrete work at each stage and to ensure that proper holes for beams recesses etc. are left in the concrete, as he requires. Where such holes and recesses cannot be provided accurately during casting of concrete, the General Contractor will cut holes for securing lift guides to the sides of the shaft where indicated by the lift contractor.
- He will also make cuttings- where indicate for push buttons, indicators etc. as well as for the passage of pulleys through lift motor room floors, steel joints for the support of lift machinery and pulley wheels and heavy beams where shown on the drawings. He will also hoist steel beams and machinery to any floor height for specialist contractor.
- d) **Permanent Electric & Water Connections:** The general Contractor will be responsible for obtaining permanent electric and water connections etc. from the authorities and put all the electric wiring in working, order without which the work will not be considered as completed.

- e) Installation of False ceiling and Aluminum windows:
The general Contractor will allow the false ceiling and aluminum windows contractors to install the false ceiling / aluminum windows on each floor and will give him a free working space and sufficient time. He shall not claim any extension in time limit due to the hindrance or otherwise from the specialist contractor. In case of delay by the specialist contractors' the case may be referred to Wing Head whose decision will be binding on all Contractors.

**INTERNAL PAINT WORKS OF CORPORATE OFFICE & BRANCH, AT NBP,
 G-5/1 BUILDING, ISLAMABAD.**

ABSTRACT OF COST

1	Cost of Civil work	Rs.	1,200,000.00
2	TOTAL ESTIMATED COST	Rs.	1,200,000.00

Note: Estimated cost is inclusive of all applicable govt. taxes including I/Tax, PRA tax etc.

TO BE QUOTED BY THE CONTRACTOR

@ _____ % (+) Above Engineer Estimate (Rs.)

OR

@ _____ % (-) Below Engineer Estimate (Rs.)

TOTAL BID AMOUNT (Rs.)

TOTAL AMOUNT IN WORDS _____

Name, Address & Signature of Contractor Due Date _____

Issued to: M/S _____

**National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad**

**INTERNAL PAINT WORKS AT NBP, CORPORATE OFFICE & BRANCH, G-5/1 BUILDING,
ISLAMABAD.**

Civil Works

S.NO	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	Providing and applying Paint on internal walls/false ceiling of ICI or Berger including filling the uneven surfaces with putty, rubbing with sand paper and preparation of surface perfect in all respects i/c cover the furniture, carpet, glass/wooden door, electronics items with polythin sheet to avoide statin of paint and cleaning of stain from floor, ceiling, doors, windows etc complete in all respects as directed.				
i	03 Coats of Plastic emulsion paint	25000.00	SFT	48.00	1,200,000.00
	TOTAL AMOUNT Rs.				1,200,000.00

**National Bank of Pakistan
Engineering Wing (North) LCMG
G-5/1 Building, Islamabad**

LIST OF APPROVED VENDORS

SR. No	ITEMS	MANUFACTURER
1	Hollow Concrete Block	Local as Approved
2	Solid concrete block	Local as Approved
3	Brick	Local as Approved
4	Cement	Local as Approved
5	Porcelain Tile 1200mm X 600mm	Chaina or equavilent of Approved
6	Porcelain Wood Accent Tile	Malaysia/UAE
7	Ceramic Rest Room Floor Tile (600 mm x 300 mm")	Malaysia/UAE
8	Pavers	Concrete concepts, Envicrete
9	Granite	Pre-polished Cherry Pink Granite / Camel Brown
10	Dry Bond & Colour Grout	Shabbir Bond, Kale or equivalent
11	Paint (Exterior & Interior)	SAK, Nippon, ICI
12	Glazing /Glass	Pakistan Glass, Alfalah glass, Ghani glass
13	Pure Corian	Dupont, LG or approved
14	Modified Corian	Dupont, LG or approved
15	Solid Wood	OAK, ASH as approved
16	Aluminum	Chawla Aluminum, Pakistan cables, Prime
17	S.S. Work	Food Grade # 304
18	MDF	Dongwah or equivalent
19	Laminated MDF	Formite or equivalent
20	Laminates-HPL	Wilsonart-Thailand, Formite or equivalent
21	Plywood-Marine Grade	CNBM or equivalent
22	Door overhead Closure Machine	GCC
23	Door Lock Body	Royalwand or equivalent
24	Door Lock Cylinder	Royalwand or equivalent
25	Door Lock Lever Handle-Rosette	Royalwand or equivalent
26	S.S. Push Plate	Khas or Imported Best Quality
27	S.S. Push Plate	Khas or Imported Best Quality
28	S.S. Kick Plate	Khas or Imported Best Quality
29	Door ball bearing Hinges	Royalwand or equivalent
30	Cabinet Door Hinge	Royalwand or equivalent
31	Graphics Murals	3M Vinyl & Panaflex.
32	GypsumBoard	Elephant or equivalent
33	Mirror	Belgium
34	Wooden Door	Sandor or equivalent.
35	Plumbing Fixtures	Porta
36	Toilet Accessories	Sonex (Pakistan) Faisal (Pakistan) Master (Pakistan)
37	Kitchen Sink	Asia (Pakistan)
38	uPVC Pipes with Solvent Joints	AGM (Saudia Arabia), Cosmoplast (UAE), Bina Plastic (Malaysia)
39	uPVC Pipes Class 'D' & 'E'	Dadex, Steelex (Pakistan)
40	PPR-C Pipes & Fittings	RakTherm (UAE), Cosmoplast, (UAE) Pak Plast (Turkey), Vesbo (Turkey)
41	CI Cover & Gratings	Super Alpine (Pakistan).
42	Rain Water Grating & Parking Drains	Terrain (Spain), Marley (UK)
43	Electric Heater working pressure 60 psi	Ariston (Italy)
44	Grease Trap	Super Alpine (Pakistan)