



UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT

Procurement of Civil Works

**CONSTRUCTION OF ARTS, CULTURE & HUMANITIES BUILDING AT
UNIVERSITY OF AGRICULTURE, FAISALABAD.**

INSTRUCTIONS TO

**USERS OF THIS
DOCUMENT**

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in Bidding Documents)

This standard Form of Bidding Documents for procurement of Works-SSTE Bidding Procedure is prepared based on PEC Standard Form of Bidding Document for Procurement of (civil works)-June 11,2007, with necessary changes where required, to make the document compatible with the Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09) and Punjab Procurement Rules, 2014 as amended upto-date (PPR-14).

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise twelve items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bid Data Sheet.
3. General Conditions of Contract, Part-I(GCC).
4. Special Conditions of Contract, Part-II (SCC).
5. Specifications - Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid including a Certificate that the bidder is not blacklisted by any Procuring Agency.
8. Sample Bill of Quantities.
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security, Mobilization Advance Guarantee and Form of Security for Secured Advance.
12. Drawings.

The Instructions to Bidders can be used as given. User may have to make changes in the text under some special circumstances. Any change should be made with care and only in the Section “Bid Data Sheet”.

The General Conditions of Contract and Special Conditions of Contract may be retained as such. Any further amendment in the Special Conditions of Contract can be made by the users only as indicated in Para E hereinafter or within the Special Conditions of Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The user (Procuring Agency/ Administrative Department/ Employer etc) is required to prepare the following for completion of the Bidding Documents:

- (i) Special Conditions of Contract (as specified herein).
- (ii) Specifications - Special Provisions.
- (iii) Specifications - Technical Provisions.
- (iv) Bill of Quantities.
- (v) Drawings.

The user's attention is drawn to the Preface and it is once again emphasised that while preparing their part in SCC, Clause of Part I must be taken into consideration and, that the amendments made in Part II should be such as not to change the spirit of the document. However, in no case, the changes shall violate the PPRA Act, 2009 and the PPR-14 as amended upto-date.

A. Invitation for Bids

1. The “Invitation for Bids” is meant for publication in the national/ international newspapers, as well as on PPRA Website in case of Provincial Govt. procuring agencies. All the blank spaces are to be filled in by the Employer. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
2. The notice should be published so as to give the prospective bidders sufficient time for preparation and submission of bids which shall not be less than fifteen days for national competitive bidding and thirty days for international competitive bidding depending on the size of the Works. The advertisement should preferably be sent at least 10-15 days before the date of publication to make up for the time consumed by the DGPR and to avoid violation of rule 14 of the PPR-14.

3. If the Works are not financed from loan/ credit, the first paragraph should be modified accordingly.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs and to ensure that only bonafide bidders will apply.
5. The amount of Bid Security should be a lump sum figure ranging from 2 0% to 5% of the estimated cost of the Works and should be the same as given at Sub-Clause 15.1 of Instruction to Bidders.
6. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and opening of bids shall be same.

B. Instructions, to Bidders and Bid Data

1. If the Works are not financed from a loan/credit, Sub-Para 2.1 of Bid Data should be modified accordingly.
2. The Employer shall prepare the documents listed at Serial Nos. 4,5,6,8 and 12 of Sub-Clause 7.1 of Instructions to Bidders and incorporate the same for completion of the documents comprising the Bid.
For completion of documents at Serial No. 7 and 8, detailed instructions are given at Para C below.
3. **Referring to Sub-Para 8.1 of Bid data sheet, the period should be inserted as 07 days.**
4. In Sub-Para 11.1 of Bid data sheet, the Employer should list pertinent information considered vital which is required to be updated to confirm that the bidder continues to meet the prequalification criteria.
5. Referring to Sub-Para 14.1 of Bid data sheet, the period of bid validity may range from ____ to ____ days depending upon the size of the Works, as decided by the Employer.
6. Referring to Sub-Para 15.1 of Bid data sheet, the amount is to be filled in by the Employer as a lump-sum figure ranging from 0% to 5% of the estimated cost of the Works.
7. Referring to Sub-Para 19.2 (b) of Bid data sheet, the Bid Reference Number should be the same as given in Invitation for Bids and the letters of Technical Bid and Financial Bid.
8. All blank spaces in the Bid data sheet are to be filled in by the Employer to complete this document.

C. Form of Bid and Appendices to Bid

1. Form of Bid (Letters of Technical and Financial Bids)

Only Bid Reference No. shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.

2. Appendix-A to Bid:

- (i) The minimum amount of third party insurance should be assessed by the Employer and entered at S. No. 6
- (ii) The time (in days) for completion of the whole of the Works shall be entered by the Employer at S. No. 8.
- (iii) The amount of Liquidated Damages per day of delay and amount of bonus if applicable shall be entered by the Employer at S. No. 9.
The amount of the Liquidated Damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equal to 10 % of the Estimated Cost of the Works divided by one-fourth of the number of days specified as completion time.
- (iv) The Defects Liability Period is to be entered by the Employer at S. No. 10.
This is generally taken as ____ days
- (v) The minimum amount of Interim Payment Certificate should be determined by the Employer depending upon the size and duration of the Works and entered at S. No 13.

3. Appendix-B to Bid:

Where foreign currency payments are foreseen, the entire Appendix-B to Bid should be left blank for filling by the Bidder.

Where no foreign currency payments are foreseen, the Employer should stamp this Appendix-B as “Not Used” and, referring to Sub-Clauses 72.2 and 72.3 of Part I, state in Part II

that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in Bid data sheet.

4. **Appendix-C to Bid:**

- (i) **Only contracts having duration of months or more should be liable to price adjustment.**
- (ii) User of the price adjustment provisions may add or delete any element as deemed appropriate.
- (iii) Blank spaces for weightage of each cost element in column 3 of the table should be filled by the Employer while preparing the Bidding Documents.
- (iv) In case the price adjustable elements are not covered in the Federal Bureau of Statistics/ provincial rates regime, the Base price and the source thereof shall be mentioned by the _____ and the corresponding column of the Table should be amended accordingly.
- (v) This mechanism will be applicable only for price adjustment in local currency.
- (vi) Price adjustment will be applicable to all contracts including Item Rate Contracts, Lumpsum Contracts and %age over Schedule Contracts provided such provision is a part of the Contract.

5. **Appendix-D to Bid:**

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, Columns under (1), (2), (3) and (4) should be completed by the Employer whereas spaces under Columns (5) and (6) as well as the Totals at the bottom shall be left blank for filling in by the Bidder.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under Column (2) as well as quantities under Column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on Daywork basis depending upon the nature of the Works.

Percentage for overhead and profit on labour and materials and the Total amounts should be left blank for filling in by the Bidder {Finance department templates for MRs may also be considered by the procuring agency to fix these percentage of these values}

Day work Summary is to be left blank for filling in by the Bidder.

6. **Appendix-E to Bid:**

If the Employer requires partial completion of the Works by Sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof are to be specified and the blank spaces may be filled in by the Employer.

7. **Appendix-F to Bid:**

The Employer may expand the requirements as stated in this Appendix-F keeping in view the requirements of the Works.

8. **Appendix-G to Bid:**

All blank spaces are to be filled in by the Bidder.

9. **Appendix-H to Bid:**

The Employer may modify the requirements as stated in the Appendix-H keeping in view the requirements of the Works.

10. **Appendices-I, J and K to Bid:**

The blank spaces are to be filled in by the Bidder.

11. **Appendix-L to Bid:**

The Employer is to provide the form of the Integrity Pact which the bidder shall sign and stamp along-with his Bid.

11. **Appendix-M & N to Bid:**

The Employer shall fill in criteria under para 2 of Appendix M as well as requirements under para 2 and at the end of para 3 of Appendix N. The other blank spaces are to be filled in by the Bidder.

D. Forms

1. Bid Security:
The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:
 - (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para A.5 above.
 - (ii) Bid Reference Number should be the same as per Sub-Para B.7 above.
 - (iii) Standard Forms of Securities provided in this document are to be issued by a bank.

E. Part II – Special Conditions of Contract

1. Name and full Address of the Employer as well as that of the Engineer should be filled in by the Employer in the blank spaces provided under Sub-Para (a) (i) and (iv) of Sub-Clause 1.1.
2. Referring to first paragraph of Sub-Clause 2.1(b) information as applicable is provided thereunder.
3. Referring to Sub-Clause 5.2, the Employer may add, in the order of priority, such other documents which form part of the Contract.
4. Referring to Sub-Clause 14.1 of Part II, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network, simple bar chart or PERT etc.
5. In case the Employer considers that if completion by the Contractor of the whole Works, or of any section thereof, earlier than the specified completion will be of substantial benefit to him, he may keep the Sub-Clause 47.3 “Bonus for Early Completion” in Part II. The rates for each day of early completion will be kept as half of the rate(s) specified for Liquidated Damages subject to a maximum of 5% of the Contract Price stated in the Letter of Acceptance. In addition, the rate(s) and the limit for bonus as determined will be entered in Appendix-A to Bid.
6. Referring to Sub-Clause 59.4 of Part II, **if the Employer desires the Bidder to use the services of nominated subcontractor/s**, the Employer should make necessary provisions of Provisional Sums and provide blank spaces for filling in the percentage rate(s) and estimated amounts resulting therefrom in Appendix-D to Bid. The blank spaces for the rate(s) and the estimated amount/s shall be filled in by the Bidder.
Suitable text referring to such provisions should be added under the Sub-Clause.
7. Referring to Sub-Clause 60.12 of SCC, the Employer should indicate as to which of the three alternatives is adopted, by deleting the other two alternatives.

If Alternative One is adopted, schedule of recovery of the Mobilization Advance should be given there under.

If Alternative Two is adopted, an item in the Bill of Quantities as per example on page BD-7, should be used.

If Alternative Three is adopted, list of materials, estimated quantities to be supplied and the rates thereof to be charged to the Contractor should be given there under.
8. Referring to Sub-Clause 67.3 of Part II, the Employer should state the venue of Arbitration which should be located within Pakistan.
9. Addresses of the Employer and the Engineer are to be entered by the Employer to completely fill in the blanks in Sub-Clause 68.2.

F. Specifications-Special Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract in Special Provisions should be avoided.

G. Specifications-Technical Provisions

To be prepared and incorporated by the Employer.

Precise and clear Specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible

competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the Employer is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words “or equivalent”.

Care must be taken in drafting Specifications to ensure that they are not restrictive or discriminatory. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions including seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national/ provincial standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

H. Drawings

To be prepared and incorporated by the Employer.

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FORMS
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Bid Security
Form of Performance Security
Form of Contract Agreement

	Mobilization Advance Guarantee/Bond
	Indemnity Bond For Secured Advance Against Material Brought at Site
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INVITATION FOR BIDS

INVITATION FOR BIDS

TENDER NOTICE NO.13-2023

Sealed tenders, based on ITEM RATE are hereby invited for the work mentioned below from the contractors/firms registered with Pakistan Engineering Council in relevant Category for the current financial year.

Date of Receiving and Opening: 10-11-2023			Receiving Time 11:00AM		
			Opening Time 11:30AM		
Sr #	Name of work	Estimated Cost (Rs. in Million)	Bid Security @ of 2% of Estimated Cost (Rs.)	Tender Fee (Rs.)	Time Limit
1	Construction of Arts, Culture & Humanities Building at University of Agriculture, Faisalabad.	494.387	9,887,740/-	3,500/-	10- Months
2	Construction of Amphitheatre at University of Agriculture, Faisalabad. (Grey Structure)	261.379	5,227,580/-	2,500/-	06- Months

Terms & Conditions.

1. It is an Open Competitive Bidding of Single Stage Two Envelope procedure as per PPRA Rule-2014.
2. The bid shall be a single package consisting of two separate envelopes, containing separately Technical and Financial Proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"
3. The Firms intend to participate in bidding must provide following Documents accompanied with Technical Proposal.
 - a- Registration Certificate with Federal Board of Revenue.
 - b- Registration Certificate with Punjab Revenue Authority.
 - c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 - d- Registration Certificate with Pakistan Engineering Council in relevant Category.
 - e- Status of Firm (Sole Proprietorship, Partnership, Company etc)
 - f- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 - g- Bank Statement providing necessary information about Firm's Bank Account.
 - h- List and brief detail of Completed and In-Hand Projects of similar nature.
 - i- List of Name and Designation of Owner/Directors of Firm.
- 3- Any shortage of above documents will lead to In-Eligibility and the bidder will be declared as Non-Responsive.
- 4- Tender documents can be obtained on payment of prescribed tender fee into the account No, 11-9 /NBP (NDIA), Agri, University Branch through E-Challan issued by the office of Treasure, UAF from the office of the Executive Engineer (ECD-P) UAF or free download from the UAF website http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html and PPRA website.
- 5- The bid must be dropped in the Tender Box available in the Project Director, (ECD-P) room and not to be handed over to any person of the department ECD-P if the bid is sent by in person and through post, the same instructions be passed on the courier.
- 6- The UAF will not be responsible for any cost any expense incurred by the bidder in connection with the preparation or deliver of bids. In case of official holiday on the day of submission, the next day will be treated as closing date.
- 7- Conditional tender or tender without bid security @ 2% of tender estimated cost in shape of CDR issued by bank in favor of Executive Engineer (ECD-P), UAF will not be entertained.

Sd
(Engr. Abdul Mannan)
Executive Engineer (ECD-P)
041-9200161-70
Emile: ecdp@uaf.edu.pk

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bid data sheet will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid data sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works and remedying any defects therein as described in these Bidding Documents, and summarized in the Bid data sheet hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 1. Category C-3 or above as Constructor in Pakistan Engineering Council (PEC).
 2. Annual Turn over of Rs 200 Million above.
 3. Experienced in construction of multi-story buildings in Educational Institutes (Minimum three story frame structure buildings) with agreement amount of 200Million & above. 05- Nos. projects of similar nature and complexity.
 4. Not black listed by any Govt or Private agency.
 5. Have sufficient Tool and plant for the construction of this magnitude of work.
 6. Registered on active tax payer list of Income tax (FBR) and Punjab Sale tax (PRA)

[Detailed Eligibility Criteria for Works Contracts may be specified by the procuring agency as per its requirements]

- a- Registration Certificate with Federal Board of Revenue.
- b- Registration Certificate with Punjab Revenue Authority.
- c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- d- Registration Certificate with Pakistan Engineering Council in relevant Category.
- e- Status of Firm (Sole Proprietorship, Partnership, Company etc)
- f- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- g- Bank Statement providing necessary information about Firm’s Bank Account.
- h- List and brief detail of Completed and In-Hand Projects of similar nature.
- i- List of Name and Designation of Owner/Directors of Firm.
- j. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - i. are associated or have been associated, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design and other documents to be used.
 - ii. have controlling shareholders in common; or

- iii. receive or have received any direct or indirect subsidy from any of them; or
- iv. have the same legal representative for purposes of this Bid; or
- v. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
- 1. Instructions to Bidders.
 - 2. Bid data sheet.
 - 3. General Conditions of Contract, Part-I(GCC).
 - 4. Special Conditions of Contract, Part-II(SCC).
 - 5. Specifications – Special Provisions.
 - 6. Specifications – Technical Provisions.
 - 7. Form of Bid & Appendices to Bid, including a Certificate that the bidder is not blacklisted by any Procuring Agency.
 - 8. Bill of Quantities (Appendix-D to Bid).
 - 9. Form of Bid Security.
 - 10. Form of Contract Agreement.
 - 11. **Forms of Performance Security, Mobilization Advance, Bank Guarantee and Secured Advance.**
 - 12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

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IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives **prior** to the deadline for submission of bids. The exact number of days will be mentioned in the Bid Data Sheet keeping in view the time given for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time at least three days prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents, **at least three (03) days prior to the closing date of submission of the bid.** Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bid data sheet and Special Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bid data sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bid data sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein; **and, the concerned partner should have the requisite qualification/ experience to successfully execute the assigned task.** Bids submitted by a joint venture of two (2) or more firms shall also comply with the following requirements:
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
 - (b) One of the joint venture partners shall be nominated as being in charge/ lead partner; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) The partner-in-charge/ lead partner shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms; and, a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary

to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, **qualification/ experience required to successfully execute the individually assigned tasks** and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.

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- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date **of opening of the bids** shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. However, **subject to GCC clause 71.1**, payments in foreign currency are not permissible.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date **of opening of the bids**. For the purpose of payments, the exchange rates used in bid preparation **shall apply for the duration of the Contract. Rule 32(2) of PPR-14 shall be applicable for rate of exchange of foreign currencies.**

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bid data sheet after the Date of Bid Opening specified in Clause IB.23.

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- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period or 180 days whichever is more. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid data sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 30 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPR-14.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security;
 - (ii) Sign the Contract Agreement, or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

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IB.16 Alternate Proposals by Bidder

- 16.1 No alternate proposals are allowed in single stage two envelope method.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bid data sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Financial Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.

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- 18.3 No alteration is to be made in the Financial Bids and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bid data sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - FINANCIAL BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid data sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.19 Sealing and Marking of Bids

19.1 Each bidder shall submit his bid as under:

- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
- (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.

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19.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the Bid data sheet;
- (b) Bear the name and identification number of the contract as defined in the Bid data sheet; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bid data sheet.

19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bid data sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

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- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB. 23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bid data sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

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- Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.

- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.

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The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened as per rule 38(2)(a)(vii) of PPR-14.
- 23.10 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:
- (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) The Bid Prices, including any discounts; and
 - (d) Any other details as the Employer may consider appropriate.

Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of final bid evaluation report which shall be done at least 10 days prior to the award of Contract. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made (if applicable), final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than ten 10 days after the announcement of Technical and Financial Bids. No bidder will be allowed to file grievance petition w.r.t. Technical Evaluation after announcement/ uploading of Financial Evaluation Report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected. Rule 33 of PPR-14 shall be applicable for clarifications.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where

required as per clause IB.35; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation (vi) meets the qualification criteria as specified in Appendix-M & N. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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- 27.2 The amount stated in the Letter of Financial Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

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- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided that such qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that bid evaluation report.

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

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid by giving reasons, and to annul the bidding process and reject all bids, at any time prior to the acceptance of any bid or proposal, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted. However, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bid data sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance. On submission of Performance Security, the bid security of the successful bidder may be returned.

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- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Rule 56 of PPR-14 shall be applicable for performance Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB. 34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the concerned forum(s). Upon such reference, the concerned forum(s) in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all procurement contracts exceeding Rupees ten Million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents. Submission of Bids shall be construed as evidence that the bidder has admitted all provisions of the Instruction to the Bidders.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract or any other part of the Bidding Documents.

BID DATA SHEET

BDS-1

BDS-2

Contractor

(25)

Executive Engineer

BID DATA SHEET

1.1 Name and address of the Employer:

University of Agriculture, Faisalabad

1.1 Name of the Project & Summary of the Works:

CONSTRUCTION OF ARTS, CULTURE & HUMANITIES BUILDING AT UNIVERSITY OF AGRICULTURE, FAISALABAD.

Estimated Cost:- 494.387

Time Duration:- 10-Months

8.1 Time limit for clarification:

07 days prior to the date of submission of bids.

10.1 Bid language:

The bid language is English

Joint venture(JV)

Joint venture is not eligible to apply for tenders.

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

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- (d) Pending litigation information
- (e) Certificate that the bidder is not blacklisted by any Procuring Agency
- (f) Special Stipulations (as filled by the Employer) (appendix –A)
- (g) Proposed Construction Schedule (appendix –E)
- (h) Method of Performing the Work (appendix –F)
- (i) Availability of Critical Equipment (appendix –G)
- (j) Construction Camp and Housing Facilities (appendix –H)
- (k) List of Sub-contractors (as required) (appendix –I)
- (l) Organization Chart for Supervisory Staff (appendix –K)
- (m) Integrity Pact (appendix –L)
- (n) Financial Competence and Access to financial Resources (appendix –M)
- (o) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

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

- (a) Letter of Financial Bid
- (b) Foreign Currency Requirements (appendix –B)
(If required and only in case of International Bidding)
- (c) Price Adjustment under Clause 70 (appendix –C)
- (d) Bill of Quantities (appendix –D)
- (e) Estimated Progress Payments (appendix –J)

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- 413.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require.
- 14.1 Period of Bid Validity:
90 days
- 15.1 Amount of Bid Security:
Rs 9,887,740/-
- 17.1 Venue, time, and date of the pre-Bid meeting:
Not Applicable
- 18.4 Number of copies of the Bid to be completed and returned:
One Original Technical proposal and one Original of Financial Proposal
- 19.2(a) Employer's address for the purpose of Bid submission:
Executive Engineer, Engineering Construction Department (Projects), University of Agriculture, Faisalabad
- 19.2(b) Name and Number of the Contract:
- 20.1(a) Deadline for submission of bids:
November 10, 2023 at 11:00 am

- 23.1 Venue, time, and date of Bid opening:
**The Technical bids will be opened in the office of Project Director, Engineering Construction Department (Projects) at University of Agriculture, Faisalabad
November 10, 2023 at 11:30 am**
- 32.1 Standard form and amount of Performance Security acceptable to the Employer:
The performance guarantee shall be submitted as per PPRA Rules 56
The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence whether already declared substantially responsive."
- 32.2 **Performance Security**
The lowest evaluated bidder will be required to furnish the Performance Guarantee/Quality Assurance Security (where ever required) before entering into a contract. Should the evaluated bidder refuse or failed for any reason to furnish the performance guarantee/ quality Assurance Security, it should constitute a just cause for rejection of his tender / annulment of award and in event of such rejection/ annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.
- 32.3 In case the total tendered amount is less than 5% of the approved Estimated (DNIT) amount, the lowest bidder will have to deposit Quality Assurance Security from the Scheduled Bank equal to the amount of difference between approved DNIT amount and the quoted bid amount as given below, within 15 days of issuance of the notice or within expiry period of bid, whichever is earlier

TOTAL TENDERED AMOUNT BELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
& So on	& So on

At the time, the Engineer-in-charge informs the lowest bidder in writing, bidder will provide performance guarantee/ Quality assurance Security (wherever required) within 15 days from the receipt of letter, failing which his bid will be rejected and bid security will be forfeited.

Promptly after the opening of Tenders, the Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

TECHNICAL EVALUATION CRITERIA

Eligible Bidders

This Invitation for Bids is open to all bidders meeting the following requirements:

- (a) Category C-3 or above as Constructor in Pakistan Engineering Council (PEC).
- (b) Annual Turn over of Rs 200 Million above.
- (c) Experienced in construction of multi-story frame structure buildings in Educational Institutes. Minimum 04- Nos. projects of similar nature and complexity.
- (d) Not black listed by any Govt or Private agency.
- (e) Have sufficient Tool and plant for the construction of this magnitude of work.
- (f) Registration Certificate with Federal Board of Revenue.
- (g) Registration Certificate with Punjab Revenue Authority.
- (h) Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- (i) Registration Certificate with Pakistan Engineering Council in relevant Category.
- (j) Status of Firm (Sole Proprietorship, Partnership, Company etc)
- (k) Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- (l) Bank Statement providing necessary information about Firm's Bank Account.
- (m) List and brief detail of Completed and In-Hand Projects of similar nature.
- (n) List of Name and Designation of Owner/Directors of Firm.
- (o) List of Completed and In-Hand projects of similar nature executed in Educational Institutes with brief detail.
- (p) Proposed Construction Schedule (appendix –E)
- (q) Method of Performing the Work (appendix –F)

A firm /Bidder, JV partner or Subcontractor) shall not be eligible to participate in this bidding process while under temporary suspension or debarment/ blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by PPRA on its website) or in the Bidder's home country.” (An affidavit to this effect on non-judicial stamp paper of Rs. 100 value is required to be attached in the technical proposal)

**Letters of Technical Bid/ Financial Bid,
And
Appendices to Bid**

LTB-1

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supercedes this bidding document, in case of any contradiction, and the same are also binding upon us;

(b) We offer to execute and complete in conformity with the Bidding Documents the following Works:.....

Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(c) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.

(d) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.

LTB-2

(e) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Financial Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:_____
- (c) The discounts offered and the methodology for their application are:_____
- (d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

LPB-2

- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency <i>{if applicable}</i>	2.1	Up-to 20% of the Accepted Contract Amount for each variation and up-to 15% of the accepted Contract amount of the complete contract for all variations.
2	Variation <i>{if applicable}</i>	2.1(b) (viii)(b)	No approval is required by the engineer if the amount needed is up to or less than _____
3.	Law applicable	5.1(b)	The relevant laws applied in the Province of Punjab
4.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
5.	Time for Furnishing Programme	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Minimum amount of Third Party Insurance	23.2	Rs. 100,000/- per occurrence with number of occurrences unlimited.
7.	Time for Commencement	41.1	Within 15 days from the date of receipt of Engineer's Notice to Commence which shall be issued within 7 (Seven) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	500 days from the date of receipt of Engineer's Notice to Commence.
9.	a) Amount of Liquidated Damages	47.1	Rs. 15,000/- for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus <i>{if applicable}</i>	47.3	Rs. (NIL) for each day the Works are completed before the specified completion date of the Works subject to a maximum of _____% of Contract Price.
10.	Defects Liability Period	49.1	365 Days from the effective date of Taking Over Certificate.
11.	<u>Percentage of Retention Money</u> <i>{if applicable}</i>	<u>60.2</u>	<u>10% of the amount of Interim Payment Certificate upto a max of 5% of contract price</u>
12.	Limit of Retention Money <i>{if applicable}</i>	60.2	5 % of Contract Price stated in the Letter of Acceptance.
13.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	05 Percentage of Contract Price depending on completion period of the Works.
14.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days in case of local currency

15.	Mobilization Advance * (Interest Free) {if applicable}	60.12	<p>_____ % of Contract Price as stated in the Letter of Acceptance in two parts:</p> <p>i) First Part: _____% before the commencement of works: and</p> <p>ii) Second Part: _____% within _____ days from the date of payment of the First Part, subject to the deployment of adequate staff/equipment, plants, the establishment of the Contractor's colony, and submission of Insurance Policies to the satisfaction of the Engineer or interest on delay payments.</p>
-----	---	-------	---

***Delete it if Alternative one is not adopted.**

FOREIGN CURRENCY REQUIREMENTS
(If required and only in case of International Bidding)

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____.%
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion		
(ii)	Local Labour (Skilled & Unskilled) With unskilled as representative items.		Rates issued by Finance Department, Government of Punjab
(iii)	Cement – in bags. Portland cement shall be considered representative items for all types of cement.		“ “ “
(iv)	Reinforcing Steel. ½ “diameter round bar is the representative item for all types of steel to be used in this project.		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		.
(vii)	Bitumen		“ “ “
(viii)			“ “ “
	Total	1.000	“ “ “

Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from Rates issued by Finance Department, Government of Punjab. The base cost indices or prices shall be those applying on the date for submission of bids. Current indices or prices shall be those applying 30 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, Employer to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

(Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)

BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

BILL OF QUANTITIES**B. Work Items**

1. The Bill of Quantities contains the following Bills and Schedule:
(by way of example)

Bill No. 1	-	Earthworks
Bill No. 2	-	Brick works
Bill No. 3	-	Concrete works
Bill No. 4	-	Plaster, Fair face and finishing works
Bill No. 5	-	Miscellaneous Items

Daywork Schedule
Summary Bill of Quantities
2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
101						
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 2 Brick work

<i>Item</i>	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
201						
202						
203						
204						
205						
206						
Total for Bill No. 2 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 3 Concrete Works

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
301						
302						
303						
304						
305						
306						
Total for Bill No. 3 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 4 Plaster, Fair face and finishing works

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
401						
402						
403						
404						
205						
406						
Total for Bill No. 4 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
501						
502						
503						
504						
505						
506						
Total for Bill No. 5						
Carried forward to Summary Page)						

BILL OF QUANTITIES**C. Day work Schedule****General**

1. Reference is made to Sub-Clause 52.4 of the General Conditions of Contract Part-I. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for Day work items in the Schedules, which rates shall apply to any quantity of Day work ordered by the Engineer. Nominal quantities have been indicated against each item of Day work, and the extended total for Day work shall be carried forward to the Bid Price.

Day work Labour

2. In calculating payments due to the Contractor for the execution of Day work, the actual time of classes of labour directly doing the Day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Day work, calculated at the basic rates entered by him in the Schedule of Day work Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

SCHEDULE OF DAYWORK RATES**I. Labour**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figures	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule _____</p> <p>Total for Day work: Labour : _____</p> <p>(Carried forward to Day work Summary)</p>					

Appendix-D to Bid

Day work Material

4. The Contractor shall be entitled to payment in respect of materials used for Day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

SCHEDULE OF DAYWORK RATES**II. Materials**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200			
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete as specified in Clause_____	Cu.M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10			
D223	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule _____</p> <p>Total for Daywork: Materials _____ (Carried forward to Daywork Summary)</p>					

Appendix-D to Bid**Day work Constructional Plant**

1. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
2. In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
3. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

SCHEDULE OF DAYWORK RATES**III. Constructional Plant**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator ,face shovel or dragline:					
	1. Up-to and including 1 Cu.M.	Hr	500			
	2. Over 1 Cu.M to 2 Cu. M.	Hr	400			
	3. Over 2 Cu. M	Hr	100			
D302	Tractor (tracked) including bull or angle dozer:					
	1. Up-to and including 150 HP	Hr	500			
	2. Over 150 to 200 HP	Hr	400			
	3. Over 200 to 250 HP	Hr	200			
D303	Tractor with ripper:					
	1. Up-to and including 200 HP	Hr	400			
	2. Over 200 to 250 HP	Hr	200			
D304	-----etc-----					
	Total for Day work: Constructional Plant _____ (Carried forward to Day work Summary)					

DAYWORK**Summary (Day work)**

		Amount (Rs.)
(I)	Total for Day work: Labour	_____
(II)	Total for Day work : Materials	_____
(III)	Total for Day work: Constructional Plant	_____
Total for Day work		_____
(Carried forward to Summary Page of Bill of Quantities)		

BILL OF QUANTITIES**SUMMARY**

		Amount (Rs.)
Bill No. 1:	Earthworks	_____
Bill No. 2:	Culverts and Bridges	_____
Bill No. 3:	Subsurface Drains	_____
Bill No. 4:	Tube wells and Pump Houses	_____
Bill No. 5:	Miscellaneous Items	_____
Sub-Total of Bills		_____
Day work		_____
Bid Price		_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.

Appendix-E to Bid

ROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days (If applicable)
c) Part-B	_____ days (If applicable)
d) _____	_____ days
e) _____	_____ days

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

Equipment:

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	PLANT/EQUIPMENT				
	Equipment Type and Characteristics	Total Nos. available	Under Utilization on other projects, if applicable	Nos. waiting to be shifted to new project(s)	Min. Number Required for this Project
1					
2					
3					
4					
5					
6					

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
6. Detail of testing Lab with testing equipment etc.

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (Rs in Millions)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
.....	
.....	
.....	
.....	
.....	
Bid Price	

ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb 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 GoPb.

Name of Employer:

Signature:

[Seal]

Name of Contractor:

Signature:

[Seal]

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:

“The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. As a minimum, the Bidder must show that his resources, in terms of at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

$[5 \times \text{working capital} + \text{Project/General } \{to \text{ be decided by the procuring agency} \} \text{ specific lines of credit} - 40\% \text{ of current contract commitments}] \geq \text{Estimated Price of the works/PC-1.}$

{above said formula is just for an example, however, the procuring agency may make changes in above said formula judiciously keeping in view the requirement of any specific project}

Working capital is the difference between current assets and current liabilities and measures the firm’s ability to generate cash in the short term.”

**Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.*

2. AVERAGE ANNUAL CONSTRUCTION TURNOVER

Criteria	Bidders’ to list their certified yearly turnover for last 5 years (Authenticated audited financial statements may be required)
Minimum average annual construction turnover of Pak Rupees 200 Million. Calculated as total certified payments received for contracts in progress or completed, within the last 05 years.	

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for financial competence and access to financial resource of the lead partner/JV members.

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Experienced in construction of multi-story frame structure buildings in Educational Institutes. Minimum 04- Nos. projects of similar nature and complexity.		

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for past performance, current commitments, qualification and experience of the lead partner/JV members.

3) Personnel

No.	Position	Total No in the Firm	Minimum requirement for the Project*	Total Work Experience [years]	Nos. already posted on other projects	Nos. being allocated for this project	Professional credits points*
1							
2							
3							
4							
5							

- The Bidder must demonstrate that it has the personnel for the **key positions** that meet the following requirements:
- 01 page CV need to be added for each key staff

4) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr No.	Name of ongoing project(s)	Name of Employer	Date of		Progress		Remarks regarding delays if applicable	Satisfactory performance certificate from employer (Minimum requirement)
			Start	Completion	%Age as planned	%Age at actual		
1.								
2.								
3.								
4.								
5.								
6.								

Number of projects that a bidder can undertake to construct as per PEC works by laws is aggregate Professional Credit Points (PCPs) authorized for a category of licensee divided by the PCP of construction and capital cost of single project under consideration.

For example C-3 category contractor should have a minimum of 15 PCPs as per table 'A' below from the Bye Laws/S.R.O. 568(I)/87 at all times and the PCP of individual project (costing say 100 Million rupees) is 5 calculated on the basis of 1 PCP for every 20 Million project cost. It means the contractor can have ongoing projects up to 3 ($15 \div 5$) number of this size.

Table A:-

Contractor's Category	Limit of Construction Cost of Project (Million rupees)	Average annual value of work for last 3 years (Million rupees)	Largest project value during last 5 years (Million rupees)	Paid up capital or net/capital worth (Million rupees)	Minimum requirement of professional credit points (PCP credit)
C-3	Up to 100	10	20	5	15

The evaluation of the personnel shall be carried out as per PEC Engineering Bye Laws 1987 and review his qualification accordingly. PCP/ minimum requirement of staff required for the contractor's works in hand should be in accordance with the provisions of PEC's works byelaws. For example, subject to the other conditional points and limits, a single registered Engineer is given 1 PCP for each year of experience in the construction and operation of engineering works (subject to a minimum of 10 PCPs and maximum of 30 PCPs). The contractor setup has to meet the minimum PCP requirements all time during the currency of the contract for engineering staff to be deployed/ already deployed.

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND
AND
INDEMNITY BOND FOR SECURED ADVANCE**

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 30 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

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

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

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

Contractor

(66)

Executive Engineer

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

_____ (Name of Project).

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

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

PS-2

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the

Contractor

(68)

Executive Engineer

Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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

CA-2

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)

Contractor

(70)

Executive Engineer

MOBILIZATION ADVANCE GUARANTEE

(Unconditional Bank Guarantee)

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

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

AND WHEREAS, _____

(Scheduled Bank in Pakistan acceptable to the Employer)

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

This Guarantee shall 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 Rupees _____ (Rs _____).

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.

MG-2

GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____

(Name Title & Address)

Corporate Guarantor(Seal)

Contractor

(71)

Executive Engineer

**INDEMNITY BOND
FOR SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE**

(ON RS.40 NON-JUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. _____
 _____ (Name of the Contractor) in favour of
 M/s. _____ (Name of the Employer).

Whereas _____ (hereinafter called the Employer) has paid the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period _____ till consumption of the material is as under:-

1. _____	at Rs. _____	per _____	= Rs. _____
2. _____	at Rs. _____	per _____	= Rs. _____
3. _____	at Rs. _____	per _____	= Rs. _____
4. _____	at Rs. _____	per _____	= Rs. _____

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

I/We _____ of M/s. _____ do hereby indemnify M/s _____ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material.

I/We _____ shall indemnify _____ against any or all claims, action damages arising out of or resulting to the said material.

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s _____ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any from what so ever.

I/We _____ do hereby also declare that in the event of my/our infringement of the declaration made above _____ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise available under law.

Place _____ Dated _____

Contractor _____

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

- (a) **Part I - General Conditions of Contract**
- (b) **Part II - Special Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. Assistance has been obtained for the one used in these Standard Bidding Documents from the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), making the same compatible with the PPRA, Act, 2009 and the PPR-14.

Contractor

(72)

Executive Engineer

These have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts. The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Client. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Special Conditions of Contract. The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

CONDITIONS OF CONTRACT

REVISED CONTRACT FORM FOR

EXECUTION OF WORK

UPDATED ON 16.11.2022

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Stereo I.B No.386
Stereo I.B No.389
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(Revised)
(Revised)
(Revised)
(Revised)

Agreement No. _____

GOVERNMENT OF THE PUNJAB

UNIVERSITY OF AGRICULTURE, FAISALABAD

PERCENTAGE / ITEM RATE TENDER AND CONTRACT FOR WORKS

1. Name of work _____

2. Estimated cost _____ Rs. _____
(both in figures and Words)

3. Time for completion _____
4. Amount of earnest money Rs. _____ (in figures)
Rupees _____ (in words)
5. Issued to _____
(Name of the contractor)
6. On payment of Rs. _____
(Both in words and figures)

Signature _____

(Official issuing the form)

Dated _____

Office stamp _____

Note: - The officer opening the tender shall reject the tender which does not bear the stamp and signature of the issuing official and which is not submitted by the same contractor to whom the tender form was issued.

(This page is to be filled in by the issuing official)

BID SCHEDULE

1. Schedule of Items

NAME OF WORK _____

Sr.No.	Item in Schedule of Rates		Description of Item	Estimated Quantity	Unit of Rate	Schedule Rate		Amount (Rs.)
	Page No.	Serial No.				Labour	Composite	
1	2	3	4	5	6	7	8	9

Refer to Volume – 3 Bill of Quantities

BID SCHEDULE (Contd.)

2. Item Rate

NAME OF WORK

Sr.No.	Pay item No. or reference to special specification supplied	Description of Item	Estimated Quantity	Unit of Rate	Unit Rate (To be filled in by the contractor where not already filled by the Executive Engineer		Amount (To be filled in by the contractor when not already filled in by the Executive Engineer for items against which the unit rate have already been filled in by him.)
					In figures	In words	
1	2	3	4	5	6	7	8

Refer to Volume – 3 Bill of Quantities

Total cost of other /Item Rates

Rs.

BID SCHEDULE (Contd.)

NAME OF WORK _____

Total tendered amount of the
work (To be filled in by the
Tenderer)

Rs. _____

. Total cost of /item rates.

Rs. _____

Grand Total

Rs. _____

Rs. _____

(in words)

Rupees _____

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

Clause 1

In the contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-

“*Agent*” means the person appointed by the contractor to act on his behalf in his absence;

- 1) “*Certificate of completion*” means the certificate of completion given by the Engineer-in-charge pursuant to clause 40 of these conditions;
- 2) “*Contract*” means the contract agreement, the documents set out therein and includes the conditions of contract, the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices;
- 3) “*Contractor*” means the person or persons, firm or company whose tender has been accepted by the Engineer-in-charge, and shall include the contractor’s duly authorized representative, successors and assigns;
- 4) “*Contract price*” means the sum named in the tender, subject to such addition thereto or deductions there from as may be made under the provisions of the contract;
- 5) “*Constructional Plant*” means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;
- 6) “*Drawings*” means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the Engineer-in-charge;
- 7) “*Engineer-in-charge*” means the Executive Engineer or any other officer who for the time being and from time to time is in charge of the works and includes an officer appointed by the Government to act as Engineer-in-charge for the purposes of the contract;
- 8) “*Government*” means the Government of the Punjab;
- 9-a) “*Item Rates*” mean the rates determined on the basis of the market rates system introduced by the Government in replacement of the Composite Schedule of Rates 1998 through Finance Department Notification No.RO (Tech) F.D.2-3/2004 dated 02.08.2004 (Annexure A).
- 9) “*Period of maintenance*” means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which

he is obliged to perform any maintenance procedure that may be specified by the Engineer-in-charge and shall be calculated from the date of the certificate of completion given by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause from the respective dates so certified;

- 10) “*Maintenance*” means the repairs, amendment, reconstruction and includes the rectification of defects imperfections, shrinkages and other faults except fair wear and tear as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance;
- 11) “*Programme of work*” means the Programme of work submitted by the contractor and approved by the Engineer-in-charge and includes and amendment thereto made from time to time and approved by the Engineer-in-charge;
- 12) “*Site*” means the lands and other places on, at, over, under; in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or part or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the Engineer-in-charge for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- 13) “*Specifications*” means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge
- 14) “*Temporary works*” means all temporary works of every kind required in or about the construction, completion or maintenance of the works;
- 15) “*Works*” means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract.

Clause 2:

The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and direction of the reader with regard to the contents of the said documents and shall by no means be invoked for interpretation of the said clauses nor shall they be deemed to be part thereof or be taken into consideration in the interpretation thereof or of the contract.

Clause 3

The term “Executive Engineer” “Superintending Engineer” and “Chief Engineer” used in the contract and the documents attached thereto, shall respectively be taken to include the terms “Deputy Director” “Director” and “Director General” or the holder of the corresponding posts in relation to the work.

CONTRACT DOCUMENTS

Clause 4

Except if and to the extent otherwise provided by the contract, the conditions of contract and additional conditions annexed hereto shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another, but in case of any error, omission, ambiguity or discrepancy is found between these documents, Documents mutually explanatory the same shall be reported to the Engineer-in-charge who shall correct such error or omission or explain and adjust the ambiguity or discrepancy, as the case may be, and shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the Engineer-in-charge compliance with any such instructions shall involve the contractor in any expenses which by reason of any such error, omission, ambiguity or discrepancy, the contractor did not have reasons to anticipate, the Engineer-in-charge shall pay such additional sums as he shall certify to be reasonable to cover such expenses. Provided further that any work done by the contractor, which perpetuates or adds to any error, omission, ambiguity or discrepancy, already discovered and pointed out, shall be considered to have been done at the contractor's own risk.

Clause 5

The drawings shall remain in the sole custody of the Engineer-in-charge but two sets of the detailed or working drawings will be obtained by the contractor free of cost from the Engineer-in-charge after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the Engineer-in-charge all drawings provided to him under the contract. Classified drawings

1)

- 2) If so instructed, the contractor shall undertake not to disclose details of classified drawings, other than to men in his employ, and will give an undertaking to the Engineer-in-charge that these drawings are not replicated or passed on to others or used by any other agency/person.

One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall at all reasonable times also be made available for inspection and used by the Engineer-in-charge or by any of his superior officer, or by any other person authorized by the Engineer-in-charge in writing.

that contractor may require for execution of works or otherwise under the contract.

One copy of Drawing to be kept on site. Custody of drawings and of the proper and adequate execution and maintenance of the works, and the contractor shall carry out and be bound by the same. The contractor shall give adequate Further drawings and for the purpose progress of the works, such further drawings and instructions as shall be given in writing, to the Engineer-in-charge of any such further drawing and instructions

GENERAL OBLIGATIONS

3)

Clause 6:

Contract agreement

The contractor shall, when called upon so to do by the Engineer-in-charge enter into and execute a contract agreement in the form annexed.

Clause 7:

In every case where performance guarantee and/ or quality assurance security has been provided, as specified in item (h) of Memorandum of Work, contractor shall furnish/

maintain the performance guarantee and/ Performance guarantee/Quality Assurance Security

or quality assurance security for the extended period of completion under Clause 37 of the Agreement. All compensations or the sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his performance guarantee and/ or quality assurance security, and in the event of his performance guarantee and/ or quality assurance security reduced by reason of part thereof. make other securities as aforesaid any sum or sums which

The performance guarantee and/ or quality assurance security deposit lodged by a contractor (in cash or/other form) shall be refunded to him after the expiry of three months after the issue of the certificate of completion of the work under Clause 40 hereof by the Engineer-in-charge or along with the final bill if it is prepared after that period on account of some unavoidable circumstances. good cash or may have been deducted from, or raised by sale of performance security any such deduction or sale as aforesaid the contractor shall within ten days thereafter in or any

Clause 8:

- i. The contractor shall if so required by the Engineer-in-charge submit in writing to the Engineer-in-charge within the period specified by him for his approval a Programme

Programme of work to be furnished if so required by Engineer-in-charge showing the order of procedure and the method in which he proposes to carry out the works. The time and progress chart shall be prepared in direct relation to the time period stated in item (g) of the memorandum hereto annexed for the completion of individual items thereof and the works as a whole. It shall indicate the forecast of the date for commencement and completion of various trade processes or section of the works, and shall be amended as may be required by agreement between the Engineer-in-charge and the contractor within the limitation of time imposed in the contract documents.

- ii. The contractor shall also, whenever required by the Engineer-in-charge, furnish for his information full particulars in writing of the organization and staff by which he proposes to direct and administer his performance of the contract and also such further information concerning the contractor's arrangements for the carrying out the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.
- iii. The submission to and approval by the Engineer-in-charge of such Programme, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the contract.
- iv. In the event of the non-submission of the Programme or revised/amended programme of work by the contractor for approval by the Engineer-in-charge within the period specified by the Engineer-in-charge, the contractor shall be liable to pay as compensation an

Action when Programme not submitted in time

amount, equal to ¼ % per day or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to maximum of 2% of contract amount.

Clause 9:

Setting
out

The contractor shall be responsible for the true and proper setting out of the works in relation to original points, lines and levels of reference given by the Engineer-in-charge in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions, or alignment or any part of the works, the contractor on being required so to do by the Engineer-in-charge, shall at his own expense, rectify such error to the satisfaction of the Engineer-in-charge, unless such error is based on incorrect data, supplied in writing by the Engineer-in-charge, in which case the expenses of rectifying the same shall be borne by the Government. The checking of any setting out or of any line or levels by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points, marks, lines levels, bench marks, site-rails, pegs, slope stakes, batten-boards, stakes for location, and other things used in setting out the works.

Clause 10:

specification
s drawings
orders etc.

The contractor shall execute the whole and every part of the works in the most substantial and workman-like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the design(s) and/or drawings and instructions in writing relating to the work to be executed in accordance with the

signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The contractor shall, if so required; be entitled at his own copies of specifications, and of all such designs, drawings and instructions as aforesaid.

expenses to make or cause to be made

Clause 11:

In the case of any class of work for which there is no such specification as mentioned in para-2 of the general directions for the guidance of the tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications, in accordance with the specification attached with the tender, if however, there is no standard specification or specifications attached with the tender, the work shall be carried out, in all respects in accordance with the instructions and requirements of the Engineer-in-charge where no specifications are provided

Clause 12:

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects, of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on. Works to be under direction of Engineer-in-charge

Clause 13:

In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the
Watching and lighting

Engineer-in-charge Lighting at night work

- i. The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, guard fencing and watch men, when and where necessary or required by the Engineer-in-
- ii. Charge for the protection of the work or for the safety and convenience of the public or others.

Clause 14:

The contractor is expected to make himself acquainted with the weather conditions, etc, and make his arrangements in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the contractor for a loss caused by any such eventuality will not be entertained by the Government.

Arrangements to safeguard danger to unfinished work Contractor to supply plant, ladders, scaffolding, etc. contractor liable to pay damages arising from

Clause 15:

The contractor shall supply at his own cost all materials (except such materials, if any as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract 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 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 persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit. The contractor shall also provide all necessary 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 proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any

such person, or which may with the consent of the contractor be paid to compromise any claim by any such person. non-provision of lights, fencing etc. The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinates in charge of the work, before covering up or

Clause 16:

otherwise placing beyond the reach of measurement any work in order that the same may be measured,

Notice to be given before the work is covered up.

and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work. If any work is covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause 17:

- 1) The contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under the contract:- Contractor's employees.
 - (a) Only such engineer and technical assistance as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision of the work, they are required to supervise, and
 - (b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.
- (i) The Engineer-in-charge shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable, and the contractor shall comply with the request forthwith. Removal of contractor's employees.
- (ii) No such agent, workman, foreman or other employees after his removal from the work by request of the Engineer-in-charge shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the Engineer-in-charge.

Clause 18:

- (a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the Engineer-in-charge for the supervision of the work at the scale given Removal of contractor's employees. Whole time qualified technical personnel for supervision of work below:- On contracts valuing:-

(i) upto Rs.7.5 Million	One diploma engineer.
(ii) Exceeding Rs.7.5 Million	One senior graduate engineer.
	One junior graduate engineer.
- (b) If the contractor fails to employ the qualified technical personnel to the above scale, the Engineer-in-charge shall, after giving the contractor 15 days notice to this effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

Clause 19:

The contractor shall in accordance with the requirements of the Engineer-in-charge afford all reasonable opportunities for carrying out the work by any other contractor(s)/specialist contractor(s) executing a part of the original work or ancillary to the work, employees/workmen of such contractor(s) or those of the Government, who may be employed in execution of, or near the site of work not included in the contract. If, however, the contractor provides any material services/assistance or facilities to any such contractor or to the Government on the written request of the Engineer-in-charge, he shall be paid a reasonable sum as determined by the Engineer-in-charge or paid according to provision in bid schedule if already made therein. Opportunities for other contractors.

Clause 20

The contractor shall indemnify and keep indemnified the Government against all losses and claims for injuries or damage caused to any person or any property whatever, (other than surface or other damage to land or crops being on the site suffered by tenants of occupants) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of or to indemnify the Government against any compensation or damages for or with respect to:- Damage to persons and property

1)

- a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
- b) The right of the Government to construct the works or any part thereof on, over, under, in or through any land.
- c) Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasieasement which is the unavoidable result of the construction of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the Government, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation, thereto.

Provided further that for the purposes of this clause the expression "the site" shall be deemed to be limited to the Area define in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

The Government will indemnify the Contractor for and against all claims, Buildings

1) Contracts exceeding Rs.5 Million.

2)

- 2) demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this clause. Indemnity by the Government Note: - The limit of various departments for the application of this clause is as follows:-

- | | | |
|----|-------------------------------|-------------------------------------|
| 1) | Public Health Engineering. | Contracts exceeding Rs. 5 Million. |
| 2) | Highways. | Contracts exceeding Rs. 10 Million. |
| 3) | Irrigation. | The clause would not apply. |
| 4) | Housing and Physical Planning | Contract exceeding Rs. 5 Million. |

The clause may be adopted in contracts of smaller amount wherever so directed by the Chief Engineer.

Clause 21:

All works under or in the course of execution or executed in pursuance of the contract, shall at all time be open to inspection and supervision of the Engineer-in-charge or his subordinate, and the contractor shall at all times during the usual working hours and at all other times for which reasonable notice of the intention of the Engineer-in-charge, his senior or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have an agent, duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

Work to be open to inspection

Contractor or his responsible agent to be present.

Giving of notices and payment of fees.

Clause 22:

The contractor shall give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws any regulation or by-laws of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works. Compliance with status regulations etc.

The contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority, which may be applicable to the works, or to any temporary works and with such rules and regulations of Public Bodies and companies as aforesaid and shall keep the Government indemnified against all penalties and liabilities of every kind for breach of any such statutes, ordinance or law, regulation or by-laws. Payment of income tax and other taxes.

- i.
- ii. The contractor shall be responsible for the payment of all income tax, super tax and other Government or local taxes arising out of the contract, which shall not be reimbursed to him by the Government and the rates and prices stated in the bid schedule shall be deemed to cover all such taxes.

Clause 23:

Cost of bonds.

Clause 24:

The cost of various bonds to be entered into and executed between the contractor and the Engineer-in-charge shall be in all respects, at the expense of the contractor. Change in the constitution of firm

Clause 25:

Photographs and advertisements. In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Photographs of the works shall be taken by permission of the Engineer-in-charge. Only signs or other advertisement approved by the Engineer-in-charge may be displayed at or near the works. Photographs of the works shall not be published without prior written approval of the Government, which shall not be unreasonably withheld.

ASSIGNMENT AND SUB-LETTING

Clause 26:

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Engineer-in-charge Assignment.

Clause 27:

The contractor shall not sublet the works or any part thereof except where otherwise provided by the contract, without the prior written consent of the Engineer-in-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen Subletting. as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen. Provided always that the provision of labour as a piecework basis shall not be deemed to be a subletting under this clause.

MATERIAL AND WORKMANSHIP

Clause 28:

- 1) All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing, as may be selected and required by the Engineer-in-charge.
- 2) All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bill of quantities but if not then at the cost of the Government.
- 3) The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill of quantities and (in the cases only of a test under load or of a test to ascertain whether the design or any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) is particularized in the specification or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender.
- 4) If any test is ordered by the Engineer-in-charge which in either:-
 - a) Not so intended by or provided for; or
 - b) (in the cases above mentioned) is not so particularized; or

- c) Through so intended or provided for is ordered by the Engineer-in-charge to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested.

Then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instructions of the Engineer-in-charge but otherwise by the Government.

Clause 29:

Constructional material fittings, etc. to conform to representative samples approved by Engineer-in-charge

Before any constructional material, fittings is brought to the site of work, the contractor shall submit to the Engineer-in-charge representative samples of the material fittings, etc, he proposes to use. The samples after approval will be retained by the Engineer-in-charge in his custody and the contractor shall be

Clause 30:

responsible for ensuring that materials and fittings, etc, conforming to such samples are used through out the contract, failing which the material, fittings, etc, will not be accepted and shall be removed forthwith from the site of work if so desired by the Engineer-in-charge.

If the specification, or the estimate of the work provides for the use of any special description of material and equipment to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials, stores and equipment and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meanings or effect of this contract specified in the schedule of 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 purpose 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 due or to become due, to the contractor, under the contract or otherwise: or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the Government, and shall not, on any account be removed from the site of works without the written permission of the Engineer-in-charge, and shall at all times be open to inspection of the Engineer-in-charge. Any such material unused or in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 31:

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, 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 so specified and provide material as originally contracted 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 by the Engineer-in-charge in his demand aforesaid, then the Engineer-in-charge may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be, by his own workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the Engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten (10) percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by Government to the contractor. Measures of rectification will be decided by the Engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor. Action and

LABOUR

Clause 32:

The contractor shall employ labour, provide all facilities and pay wages to his work people or employees in accordance with the labour laws or enactments relating thereto and rules framed there under, in force from time to time.

Clause 33:

Application of labour laws and rules.

- 1) In every case in which by virtue of the provision of Section 12, sub section (1) of the workman's Compensation Act 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of the work Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12, sub section (2) of the said Act. Government 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 Government to the contractor, whether under the contractor or otherwise.
- 2) Government shall not be bound to contest any claim made against under section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in consequence of contesting such claims.
- 3) Contractor liable for payment of compensation to injured workman or in case of death to his relations.
- 4) Use of donkeys and other animals.

Clause 34:

- i. No contractor shall use donkeys or other animals with breaching of string or thinrope. The breaching must be at least 75mm wide and should be of tape (Nawar).
- ii. No animal suffering from sores, lameness or emaciation or which is immature shall be used on the work.

Clause 35:

Commencement of work

Clause 36:

Time for completion

Clause 37:

Extension of time for completion.

COMMENCEMENT, TIME AND DELAYS

opinion be necessary by the Engineer-in-charge or be wholly beyond the contractor's control.

Subject to any requirements in the specification as to the completion of any work completed within the time stated in the memorandum or such extended time as be

allowed under clause 37 hereof.

If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof work is delayed or impeded or the contractor prevented from whether by the Engineer-in-charge or may otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the Engineer-in-charge within thirty, days of the date of such circumstances, the full and detailed particulars of the claim on account of which he desires an extension as aforesaid. The Engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary by the Engineer-in-charge or be wholly beyond the contractor's control.

Subject to any requirements in the specification as to the completion of any extension of time for the completion of the work or any part thereof, as may in his

Clause 38:

No work at night or on Sundays / Public Holidays

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as here in after provided be carried on during the night or on Sundays or public holidays without the permission in writing of the Engineer-in-charge save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer-in-charge. Provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

Clause 39:

Compensation for delay.

- a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of

the contract be proceeded with all due diligence in accordance with the programme of work, as approved by the Engineer-in-charge or any amended programme of work approved by the Engineer-in-charge from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of the amount of contract, subject to maximum of 10% or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item(b) of the memorandum of work annexed hereto for every day

- b) That the work remains un-commenced or unfinished after the proper date.
- c) If the total funds required for completion of contract are not provided within two years after the stipulated date of completion, contractor may ask for finalization of his contract. All recoveries due from contractor (mobilization, secured advance, machinery hire charges, etc.) will be made before finalization of contract.

Compensation
for inadequate
funding

CERTIFICATE OF COMPLETION

Clause 40:

Certification
of completion
of work

Without prejudice to the right of the Government under any such clause(s) herein contained, as soon as in the opinion of the Engineer-in-charge, the works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer-in-charge will issue to the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the Engineer-in-charge may give such a certificate with respect to any independent part of the works before the completion of the whole of the works, and when any such certificate is given in respect of such a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement, unless such certificate shall expressly so state. Provided further that no such certificate shall be given nor shall the works or any of its parts be considered to be complete until the contractor shall have removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction materials of all kinds and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or buildings, or road works and road structures, water supply, sewerage or drainage works, sanitary installations, gas and electric fittings, in, upon, or about which the works are to be executed, or which he may have had possession for the purpose of the execution thereof, nor until the works shall have been measured by the Engineer-

in-charge whose
measurements shall be
binding and conclusive
against the contractor.

If the contractor shall
fail to comply with the
requirements of this
clause as to the removal
of scaffoldings, surplus
material of all kinds and
rubbish as aforesaid and
cleanings of dirt on or
before the date fixed
for the completion of
the works, the

in the estimates.

Clause 41:

Alternation
in
specifications
and
drawings.

Alterations
omissions or
substitution
do not
invalidate
the contract.

Extension
of time in
consequence
of
alterations

Rate of
works not in
schedule of
rates, bid
schedule or

Engineer-in-charge may at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds 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 such scaffoldings or surplus materials of all kinds as aforesaid, except for any sum actually realized by sale thereof.

ALTERATIONS, ADDITIONS AND COMMISSIONS

The Engineer-in-charge shall have power to make any alteration in, omission from, addition to, or substituted for, the original specification, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such

alternations, 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 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 the same rates as are specified in the tender (bid schedule 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.

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract, then such items of work shall be carried out at the item rates enforced at the time of receipt of tenders with reference to which the tender for the work was submitted by the contractor.

If such altered, additional or substituted item(s) of work is not entered in the bid schedule, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the Engineer-in-charge of the rate which it is his intension to charge for such items of work, and if the Engineer-in-charge does not agree to this rate, or the approval to this rate (or the negotiated rate, if any), is not communicated to the contractor within a period of thirty (30) days reckoned from the date of receipt by the Engineer-in-charge of the proposed rate, the Engineer-in-charge shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall do so at his own risk and cost.

No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rate of the substituted, altered or additional items have been approved in writing failing which Government will not be bound to entertain any claim on this account. The

Clause 43:

Clause 42:

No
compensation
for alteration in
or restriction of
work to be
carried out, if
variation does
not exceed 20%

Variation
exceeding
20%

interpretation of the Engineer-in-charge in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

If at any time after the commencement of the work, the Engineer-in-charge shall for any reason whatsoever, not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of any such work, or change the levels, lines,

position and dimensions of any part of the works, or require the contractor to execute additional work of any kind necessary for the completion of the work, the Engineer-in-charge shall give notice in writing of this 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 reasons of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment or increase of the work, as originally contemplated; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than those arising out by reasons of price variation under clause 55 hereof) on completion of the whole of the works, does not exceed 20 percent of the sum named in paragraph of 1(one) of this tender.

If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum named in paragraph 1 of the tender results from the aggregate effect of all increases, decreases omissions or adjustments (other than those arising out because of price variation under clause 55 hereof), as a result of the requirement of the Engineer-in-charge, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the Engineer-in-charge and the contractor. In the event of disagreement, the Engineer-in-charge shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and over heads.

MAINTENANCE AND DEFECTS.

Period of
maintenanc
e

- 1) The period of maintenance mentioned in item (i) of the memorandum hereto annexed shall be calculated from the date of completion of the works certified by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause, from the respective dates so certified, and in relation to the period of maintenance the expression the “work” shall be construed accordingly.
- 2) The works shall at or as soon as practicable after expiration of the period of maintenance be delivered to the Engineer-in-charge in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the Engineer-in-

Execution
of work of
repair etc.

charge as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage other faults as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer-in-charge prior to its expiration.

Cost of
execution of
works of repair
etc.

- 3) All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer-in-charge such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.
- 4) If the contractor shall fail to do any such work as aforesaid, required by the Engineer-in-charge, the Engineer-in-charge shall be entitled to carry out such work by his own workmen or by other contractor(s) and if such work is a work which the contractor should have carried out at the contractor's own cost, shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred by the Engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties) any may deduct the same from any moneys due or that may become due to the contractor.

Remedy of
contractor's
failure to carry
out work
required

Clause 44:

Contractor
liable to make
good damages
and for any
imperfection
noticed during
period of
maintenance

Clause 45:

Secured advance on materials brought to site.

If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road work, road structure, water supply, sewerage and drainage works, sanitary fitting and electric installation, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of its is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in item No. (i) of the memorandum hereto annexed after a certificate, final or otherwise of its completion shall have been given by the Engineer-in-charge as

aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then, or at any time thereafter may become due to the contractor, or from his security deposit.

ADVANCES TO CONTRACTORS

Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the Engineer-in-charge shall assess the value of such materials and the contractor may be paid an advance upto an amount not exceeding seventy five percent (the

decision of the Engineer-in-charge as to this percentage shall be final) of the value of the materials assessed by the Engineer-in-charge. The materials shall remain the property of the Government and the contractor shall not remove it from the site without the written permission of the Engineer-in-charge. The contractor shall be responsible for any loss to the materials due to the contractor postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

The recovery of the amount of such advance shall be made from the contractor's bill for the work done, as the materials are used in the work.

PAYMENTS

Clause 46

Bills to be on prescribed form.

The contractor shall submit all bills on the form prescribed by the Engineer-in-charge to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for the tender, at the rate hereinafter provided for such works.

Clause 47:

Bills to be on submitted monthly.

The contractor shall submit each month on or before the date fixed by the Engineer-in-charge a bill, on the basis of measurements carried out by the contractor through his own staff, for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item(s) of the memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the work in the presence of the contractor or otherwise and the Engineer-in-charge may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

Clause 47-A: Payment of items with imbalance rates

Clause 48:

Deduction of security deposit.

If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of items (s) but the payment of item whose rates are higher shall be made at the rates depicted in technically sanctioned estimate, on the execution of such items, the balance payment shall be withheld by the engineer in-charge till the completion of the work of items for which low rates have been quoted.

At the time of making any payment to the contractor for the work done under this contract, the Engineer-in-charge shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in item

(d) of the memorandum of work annexed hereto. The earnest money of the contractor on execution of the contract, will however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations of other sums of money payable by the contractor to the Government under the terms of this contract may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become due to the contractor by the Government on any account whatsoever, and in the event of his security deposit being reduced by such deductions, the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit, or may be made good through additional deductions from his bill or dues.

Clause 49:

Conversion
of security
deposit into
profit bearing
securities.

Subject to any general or special directions given by the government to the contrary, if the contractor so desires and makes a written request to the Engineer-in-charge to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing security at the cost of the contractor, the amount of security deposit retained from bills of the contractor shall be deposited in any of the following banks:-

- 1) National Bank of Pakistan Ltd.
- 2) Habib Bank Ltd.
- 3) United Bank Ltd.
- 4) Muslim Commercial Bank of Pakistan Ltd.
- 5) Allied Bank of Pakistan Ltd.
- 6) The Bank of Punjab.

and pledged in the name of the Executive Engineer concerned, and on the maturity the amount of security is retrieved back in the Public Account and refunded to the contractor in prescribed manner.

Clause 50:

Refund of
security
deposit.

- a) The amount retained as security deposits shall not be refunded to the contractor before the expiry of six (6) months in the case of original works valuing upto Rs.5 million and twelve (12) months or even more, as may be determined by the Engineer-in-charge with the prior approval of the Chief Engineer, in the case of works valuing above Rs.5 million, after the issue of the certificate of completion of the work under clause 40 hereof by the Engineer-in-charge provide that in case the contractor is required by the Engineer-in-charge to rectify any imperfection, damage, defects or other faults in work, etc. during the period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his

obligations under clause 43 and 44 hereof to the satisfaction of the Engineer-in-charge.

b) Should the contractor so apply in writing to the Engineer-in-charge the amount of security deposit

will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the Engineer-in-charge under clause 40 subject to the production of bank

c) Guarantee from a scheduled bank in Pakistan to the satisfaction of and in the form suitable to the Engineer-in-charge, for the same amount covering the

balance of period of maintenance, to the effect that the contractor shall fulfill his obligations under clause 43 and 44 of the contract.

- d) Subject to the conditions stipulated in sub-clause (a) of this clause, in the case of contracts for maintenance and repair works, the security deposits would be refunded to the contractor after the expiry of three (3) months of the issue of certificate of completion of work by the Engineer-in-charge .

Clause 51:

Payment on
intermediate
certificate to be
regarded as
advances

The contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, subject to the condition laid down in item(s) of the memorandum, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment 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, imperfect or unskillful 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 accruing of any claim: nor shall it conclude, determine, or affect in any way the power of Engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

Clause 52:

Final bill to be
submitted
within one
month.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the Engineer-in-charge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

Clause 53:

reasonable compensation without reference to actual loss.

Procedure for
payment to
firms.

Clause 55:

Clause 54:

Sums payable by way
of compensation to be
considered as

or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

The department may refuse or suspend payment on account of a work when executed by a firm, or by a contract described in their tender as a firm, unless receipts are signed by all the parties,

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 Government, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

VARIAION IN PRICES OF SPECIFIED MATERIALS

- 1) Where any variation (increase or decrease), to the extent of 5% or more, in the price of any of the item mentioned in sub-clause (2) below takes place after the

acceptance of tender and before the completion of contract, the amount payable under the contract shall be adjustable to the extent of the actual variation in the cost of the item concerned

- 2) No price variation under the clause shall be admissible except in respect of the following items:-

i)	Cement
ii)	Steel
a)	M.S Bars (Plain and Deformed)
b)	M.S. Sections.
c)	High Tensile Steel wire.
d)	M.S and G.I Pipes.
f)	M.S & G.I Sheet
g)	C.I Specials
iii)	Asbestos Cement Pipes.
iv)	P.V.C/ uPVC Pipes.
v)	PPRC pipes
vi)	HDPE Pipes
vii)	R.C.C/P.C.C Pipes.
vii)	Bitumen.
ix)	High Speed Diesel.
x)	Bricks
a)	1 st Class Bricks
b)	Tiles
c)	Gutka
xi)	Stone Aggregates
a)	Stone Metal for Sub Base.
b)	Stone Metal for Base Course.
c)	Crushed Bajri
xii)	Harrow Sand
xiii)	Tiles (Ceramic and Porcelain)
xiv)	Wood
xv)	Aluminum Sections
xvi)	Paint (interior & exterior)
xvii)	Labour

- 3) The base price for the purposes of calculation of the price variation shall be the price prevalent in the month during which the last day of the submission of tender falls.
- 4) The price variation under this clause shall be worked out on the basis of the price of the item concerned as notified or placed at web site by the Finance Department, Government of the Punjab for the particular month and particular District.

- 5) If no notification in respect of any of the item mentioned in sub-clause (2) is issued under sub-clause (4) no price variation shall be admissible in respect of that item during that month.
- 6) The amount payable or deductible in respect of items No.(i) to (x) of sub-clause (2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.
- 7) The amount payable or deductible in respect of item No.(v) of sub clause (2) shall be calculated on the basis of the actual quantity of cement and steel bars used in the manufacture of the pipes during the month.
- 8) No escalation shall be allowed to the contractor in respect of the period extended for the completion of the work due to his own fault.
- 9) If, under the existing codal rules, secured advance is paid on all or any of the imperishable items in sub-clause (2) above, price variation shall be admissible on such item(s) in respect of the quantity or quantities for which secured advance has been paid to the contractor, however, price variation will be paid after actual consumption of the material but rate to calculate the price variation would be period when material was brought at site.
- 10) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of high speed diesel shall be calculated from the increase or decrease in the basic price of high speed diesel using the following formula:

$$\text{Increase or decrease} = \square \times \text{VOW} \times (\text{CPD-BPD}) / \text{BPD in contract price.}$$

Where:

VOW = the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CPD = Current price of high speed diesel, and

BPD = Basic price of high speed diesel.

Factor =0.15 for Highway / Road works &
 =0.07 for Buildings and R.C.C structures &
 =0.07 for Irrigation Works

- 11) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of labour shall be calculated from the increase or decrease in the basic price of labour using the following formula:

$$\text{Increase or decrease} = \square \times \text{VOW} \times (\text{CLR-BLR}) / \text{BLR in contract price.}$$

Where:

VOW = the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in

the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CLR = Current labour rates for unskilled worker(as placed on website of Finance Department).

BLR= Basic labour rates of unskilled worker on the date of receipt of tenders (as placed on website of Finance Department)

execution of work.

Clause 56:

Bills to be
submitted
monthly

Clause 60:

Action when whole of security deposit is forfeited.

Clause 57:

Claims for
payment of extra
ordinary nature.

Clause 58:

Time limit for
unforeseen
claims

Clause 59:

Claim for
compensation
for delay in the

s & Factor $\beta = 0.15$ for Irrigation works

CLAIMS OF CONTRACTOR

The contractor shall deliver in the office of the Engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract a return in such form as the Engineer-in-charge may from time to time prescribe showing details of any rate, amount and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled upto the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract (bid schedule) or the rate determined pursuant to clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or may claim to have, against the Engineer-in-charge under or in respect of, or in any manner arising out of the execution of the works, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claim not so included, whatsoever be the circumstances.

No claim for payment of extra ordinary nature, such as claim of a bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the Engineer-in-charge or claim for compensation where the work has been temporarily brought to a stand still through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government.

Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates inclusive for hard or rocky soil, excavation had, sub soil water or water standing in borrow pits, and no claim for extra rate shall be entertained, unless expressly verified by Engineer-in-charge and confirmed by Superintending Engineer.

REMEDIES AND POWERS

In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of the

security deposit or in the opinion of the Engineer-in-charge has abandoned the contract, or is not executing the works in accordance with the contract or is

persistently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the Government in defiance to the provisions of clause 32 thereof, the Engineer-in-charge on behalf of the Government, may, after giving fourteen days notice in writing to the contractor, rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence and in which case the security deposit of the contractor, shall stand forfeited, and be absolutely at the disposal of Government (Engineer in-charge). And in case the contract shall be rescinded under the provisions aforesaid):-

- i. The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.
- ii. The contractor shall not be entitled to recover, or be paid any sum for any work 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, after deducting there from the amount of aforesaid compensation and other charges duly ascertained and certified by the Engineer-in-charge to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the Engineer-in-charge, the amount of such excess shall be deemed a debt due by the contractor to the Government and shall be recovered accordingly.

Clause 61:

In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the Engineer-in-charge such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the Government or the Engineer-in-charge by the contract, the Engineer-in-charge on behalf of the Government, after giving fourteen days notice in writing to the contractor, shall have powers to adopt any of the following courses, as may in the opinion of the Engineer-in-charge be desirable:-

Work at the
risk and
expense of the
contractor

- a) To measure up the work of the contractor and to take such part thereof, as shall be executed 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, had the whole of the work 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 Government,
under the contract or
otherwise, or from
his security deposit
or from the value of
the performance
guarantee/ quality
assurance security
given by the
contractor under
clause 7 hereof.

b) To employ labour paid by the department and to supply materials or supply/arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and plants of the amount of which cost and price a certificate of the Engineer-in-charge shall be final and conclusive against the contractor, plus departmental charges on the amount so incurred equal to ten percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may be decided, and crediting him with the value of the work done, in all respects, in the same manner and at the same time and 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.

In the event of any of the above courses mentioned in this clause being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of, be with a view to, the execution of the works or the performance of the contract.

Note: After having approval for rescinding the contract from competent authority, the decision regarding implementation of clause 60 and 61, separately or simultaneously shall be discretion of the Engineer In-charge.

Clause 62:

Contractor remains liable to pay compensation if action is not taken under clauses.

In any case in which any of the powers, conferred upon the Engineer-in-charge by clause 60 or by para (a) of clause 61 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 or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor forpast and future compensation shall remain unaffected.

Power to take possession or require removal of or sell contractor's plant, etc.

In the event of the Engineer-in-charge putting in force either of the power vested in him under clause 60 or para (a) of the preceding clause, he may, if he so desires, take possession of all or any tools, constructional plants, 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 or 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 shall be final otherwise the Engineer-in-charge , may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, construction 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 contractor and at
his risk in all respects
and the certificate of the
Engineer-in-charge as
to the expenses of

any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

Clause 63:

Contract may be
rescinded and
security deposit
for subletting
bribing, or if
contractor
becomes
insolvent

Contractor dis-satisfied with the decision of Superintending Engineer

Clause 64:

Deduction of
amount due to
Government on any
account whatsoever
to be permissible
from any sums
payable to the
contractor

Clause 65:

Procedure in
dis-
agreement.

If the contractor shall, in defiance of the Engineer-in-charge's instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan prerequisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or his servants or agents to 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 Engineer-in-charge 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 Government and the same consequence shall ensue as if the contract had been rescinded under clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work therefore actually performed under the contract.

Any excess payment made to the contractor inadvertently or otherwise, under this contract or on any account whatsoever, and any other sum found to be due to the Government by the contractor in respect of this contract, or any other contract or work order, or on any account whatsoever, may be deducted from any sum whatsoever payable by Government to the contractor, either in respect of this contract or any work order or contract, or on any other account by any other department of the Government; or recovered from the contract or as arrears of land revenue.

SETTLEMENT OF DISPUTES

In the event of any disagreement between the Engineer-in-charge and the contractor arising out of the contract, the matter shall first be referred to the Superintending Engineer for decision who shall, after making such enquiries, as he may deem fit, give his decision in writing not later than three months after the reference is made to him. The period for decision of the case by the Superintending Engineer may, however, be extended by the Chief Engineer under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Superintending Engineer and shall proceed with due diligence, whether arbitration is intended or not.

If the contractor be dissatisfied with the decision of the Superintending Engineer or if his decision is not forthcoming within the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in writing of such intention to the Superintending

Increase in amount
of claim once
preferred not
allowed

Engineer within a period of twenty eight days of the receipt of the Superintending Engineer's decision or in case no decision is given, at the end of the period or periods within which the Superintending Engineer was to give his decision. The said notice shall contain the cause of action, material facts of the case and relief sought, failing which the decision of the Superintending Engineer shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the Superintending Engineer. The subsequent inflation/increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

Arbitration

Reference
to
arbitration

Disputes
for
arbitration
limited.

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on of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

- a) Disputes which may be referred to arbitration shall be limited to:-
- i. Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract or/and
 - ii. The meanings of the operation of any part of the contract; or/and
 - iii. The rights, duties and liabilities of either party to the contract; or/and
 - iv. Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination.
- Provided that those matters for which provision has been made in the contract for final and binding decision by the Superintending Engineer or the Engineer-in-charge shall be excluded from arbitration.
- b) “The venue of arbitration shall be in Punjab. The contractor will have to deposit 20% of the amount of the claim up to Rs. 0.20 million and 10% of claims, exceeding Rs. 0.20 million along with the claim. This amount will be refunded after the Award has been made by the Court. Otherwise the amount deposited will be forfeited.”
- c) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by the Chief Engineer, in charge of the region, from among the officers of the department not below the rank of Superintending Engineer, and other than the Superintending Engineer in charge of the work. In case the claim preferred is for an amount upto half a million rupees, the decision of the sole arbitrator in such case shall be final and binding on the parties concerned.
- d) In case the amount of the claim preferred is over half a million rupees, the dispute shall be referred to the award of two arbitrators, to be appointed from the Superintending Engineers of the department, other than the Superintending Engineer in charge of the work, one to be nominated by the Chief Engineer of the region concerned and the other by the contractor. In the case of the said two arbitrators not agreeing, the case shall be referred to the award of an umpire who shall be an officer of the department not below the rank of Chief Engineer to be

appointed by the Government in the administrative department. The decision of the two arbitrators / umpire, as the case may be shall be final and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

SCHEDULE SHOWING (APPROXIMATELY) MATERIALS TO BE SUPPLIED FROM THE DEPARTMENTAL STORE FOR WORKS CONTRACTED TO BE EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR

(See clause 30)

Particulars	Rates at which the material will be charged to the contractor	Place of delivery
--------------------	--	--------------------------

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer before the issue of the form prior to the submission of the tender.

SCHEDULE SHOWING EQUIPMENT TO BE SUPPLIED BY THE GOVERNMENT AT THE REQUEST OF THE CONTRACTOR

(SEE CLAUSE 30)

The Equipment and/or constructional plant listed in the following table are available with the employer and can provide to the contractor at his request, at the rental rates and places set out therein.

(SEE CLAUSE 30)

Rentals should be exclusive of depreciation of donor financed equipment.

***SCHEDULE SHOWING THE NAMES OF MANUFACTURERS OR SUPPLIERS
WHOSE PRICES FOR THE SPECIFIED MATERIALS AT THE PLACES SHOWN
AGAINST EACH ARE TO FORM BASIS OF PAYMENT OF PRICE VARIATION.***

“(See Clause 55)”

Name of Item	Price at Places which are to form basis of Price Variation
1	2
(i) Cement	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(ii) Steel	
(a) M.S Bars (Plain & deformed)	
(b) M.S sections	
(c) High Tensile Steel wire	
(d) M.S,G.I pipe & MS Seamless Pipes	
(e) MS & GI Sheets	
(f) CI Specials	
(iii) Asbestos cement pipes	
(iv) PVC/ uPVC Pipes	
(v) PPRC Pipes	
(vi) HDPE pipes	
(vii) Cement and Steel Bars For R.C.C pipes	As per item (i) & (ii) above
(viii) Bitumen (Bulk & packed)	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(ix) High Speed Diesel	To be ascertained by Advisory Committee notified by OGRA and rate placed on web site of Finance Department.
(x) Bricks, Tiles & Gutka	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(xi) Stone Aggregates (Base, Sub Base,Crushed Bajri)	
(xii) Harrow Sand	
(xiii) Floor Tiles (Ceramic & porcelain)	
(xiv) Wood	
(xv) Aluminum Sections	
(xvi) paint (Interior & Exterior)	

CONTRACT AGREEMENT

(See Clause 6)

This agreement made this _____ day of year _____
BETWEEN THE GOVERNOR OF THE PUNJAB (hereinafter called the Government)
as represented by the Executive Engineer _____ Division _____

On the one part and _____ (hereinafter called the contractor) on the other part.
WHEREAS tenders have been received by the Government for the construction, completion and
maintenance of _____

(Name _____ of
work) as well as possible new and ancillary works associated therewith which have to be
executed in accordance with the contract document, and the tender by the contractor for the
construction, completion and maintenance of such works has been accepted by the Government.

NOW, THEREFORE, for and in consideration of the promises, 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 agreements to be kept and performed by the contractor and for the faithful performance of the contract and the
- ii. completion and maintenance of works embraced therein, according to the specifications, drawings and conditions herein contained and referred to the Government shall pay and the contractor shall receive and accept as full compensation for everything furnished and done by the contractor under this agreement and the tender price stipulated in the contractor's tender at the times and in the manner prescribed by the contract.
- iii. The said work shall be started within the period specified in item No.(f) of the memorandum of work, following the, receipt of written order of the Executive Engineer
_____ Division _____ to proceed with and the contractor shall complete fully the works within the stipulated period reckoned from the commencement of work, subject to such extensions of time (s) as may be granted under the conditions of contract except for maintenance which shall be completed within the period named in item (g) of the memorandum hereto annexed after issuance of the final certificate of completion.
- iv. The following documents shall be deemed to form and be read and construed as part of this agreement:-
 - a) The said tender and covering letter and subsequent undertaking, if any,
 - b) The drawings,
 - c) The conditions of contract and additional conditions, if any,
 - d) The specifications;
 - e) The bid schedule;

- f) Addendum No.1 to_____
- (Which have been incorporated in the tender)
- g) Schedule of materials to be supplied from the departmental store;
- h) The scale of rates and prices;
- i) The letter of acceptance; and
- j) The performance guarantee.
- v. All disputes or differences between the parties in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the conditions of contract.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals theday and the year hereinbefore set forth.

Signed by _____
(contractor)

Signed by _____

Executive Engineer _____
Division _____
For and on behalf of the
Governor of the Punjab.

WITNESSES

1. _____

2. _____

BANK GUARANTEE.

(See Clause 7)

Penal sum of bond _____
(express in words
and figures)

KNOW ALL MEN BY THESE PRESENTS THAT Mr./MESSERS _____
(Name
of contractor) Whose official address is _____

As principal(s) (herein after referred to as principal) and the Bank of Punjab or
scheduled Bank(s) of Pakistan (hereinafter appearing in the schedule of
sureties, as sureties (hereinafter some time called the surety at the request of
the principal are held and firmly bond to the Government of the Punjab acting
through the Executive Engineer _____

Division _____ or his successor or assigns) a body organized and
existing under and by virtue of laws of the Government of the Punjab, in
the penal sum of the amount stated above lawful money for the payment of
which sum well and truly made we bind ourselves our heirs, executors,
administrators and successors, jointly and severally, firmly by these
presents.

PROVIDED THAT We, the sureties, bound ourselves in such sum
jointly and severally, as well as, severally only for the purpose of allowing a
joint actions against any or all of us and for all other purposes, each surety
bond itself, jointly and severally with the principal for the payment of such
sum only as set forth opposite its name in the following schedule:-

SCHEDULE OF SURETIES

Name of bank, branch and address	limit of liability

The conditions of the above obligations is such that:

WHEREAS, the tender of the above bounden principal has been accepted and he has entered into a contract with the Executive Engineer _____

Division _____ for the work _____
_____ on the _____
(Name of work)

day of _____ 200_____

AND WHEREAS, under the terms of the contract Government has required the principal to furnish a performance guarantee to form a part of the contract.

NOW THEREFORE, it is agreed as follows:-

- 1) If the above bounden principal shall well truly and faithfully perform the contract and comply with and fulfill all the undertakings, terms and provisions thereof, and satisfy all the obligations of the said principal arising there under, and comply with all covenants therein contained and contained in the specifications, plan and other

instruments constituting a part of the contract, required to be performed by the said principal, in the manner and within the time provided in the contract or any extension thereof that may be granted by the Government with or without notice to the surety(s) and shall fully indemnify and the Government, for all costs and damages which the Government may suffer by reason of failure so to do, and shall fully reimburse and repay the said Executive Engineer _____

Division _____ all out-lay and expenses which may incur in making good any such default and reasonable counsel fee incurred in the prosecution of defense of any action arising out of or in connection with any such default, and shall pay all persons who have contracts directly with the principal for labour and materials; if any, in connection with the work performed under the contract or any addition in or alternation thereto, or if the contract has not otherwise been rescinded by the

Government under the provisions of clause 60 if general conditions of contract, then this obligation shall be null and void and of no effect, otherwise to remain in full force and effect and virtue.

- 2) The said surety, for value received, hereby stipulate and agree that no change in or in respect of any matter or thing concerning the said contract on the part of the Government or the Engineer-in-charge, extension in time, alteration in or addition to the terms of the contract between the Government and the contractor or to the extent and nature of the work be construed, completed and maintained there under, or the specifications accompanying the same shall in any way affect its obligations to this guarantee and it does hereby waive notice of any change extension in time, alteration or addition to the terms of the contractor to the specifications.
- 3) The liability of the surety is irrevocable and shall in no case exceed the aggregate amount stated on the top of this guarantee which each surety binds itself and promises to pay the whole or any part of this amount on demand to the Executive Engineer

_____ Division _____

Without question and without reference to the principal. Provided that the notice of demand shall be given by the aforesaid Executive Engineer, in writing to the surety.

IN WITNESS WHEREOF, the above named principal and the surety have executed this instrument under its seal on this ___ day of 200_____

The name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority of its Government body.

Principal (Contractor)

Address _____

Sureties 1 _____

Branch.

Bank of Pakistan Ltd. Or Bank of Punjab _____ Seale

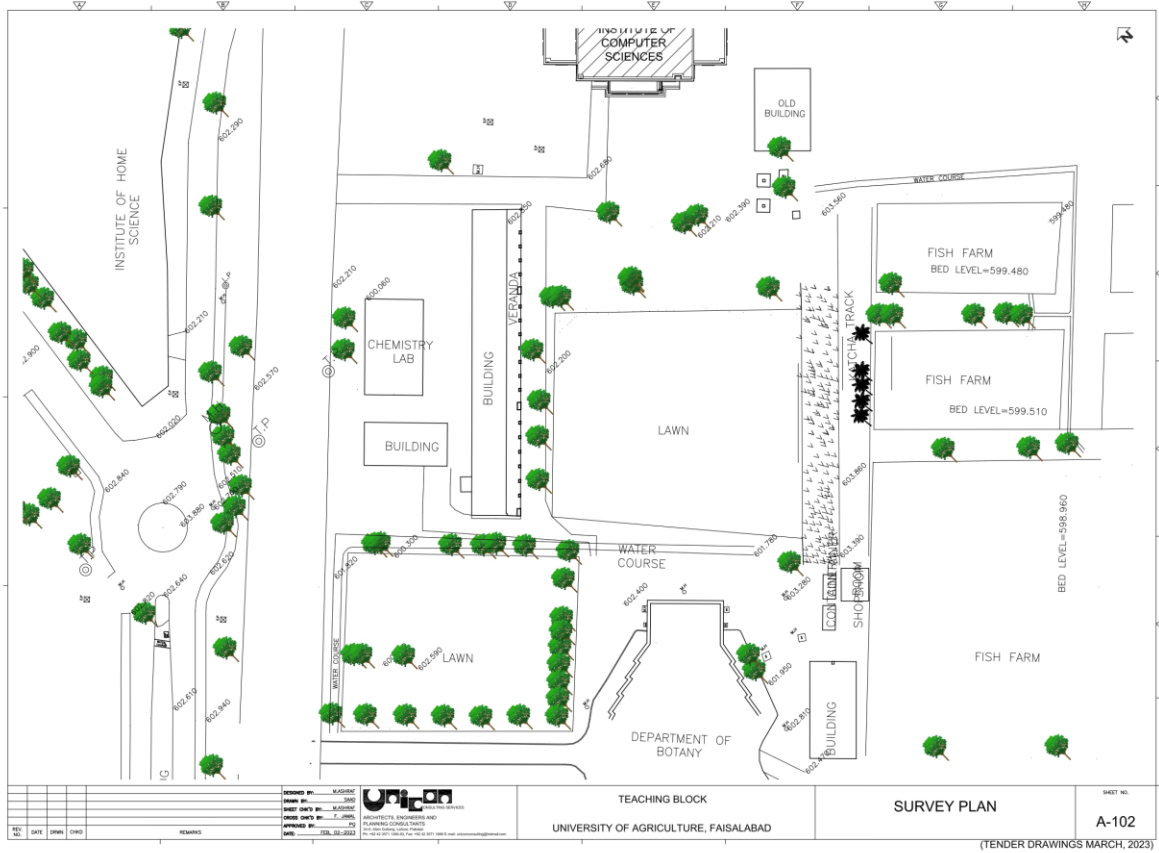
DRAWINGS
Volume 02

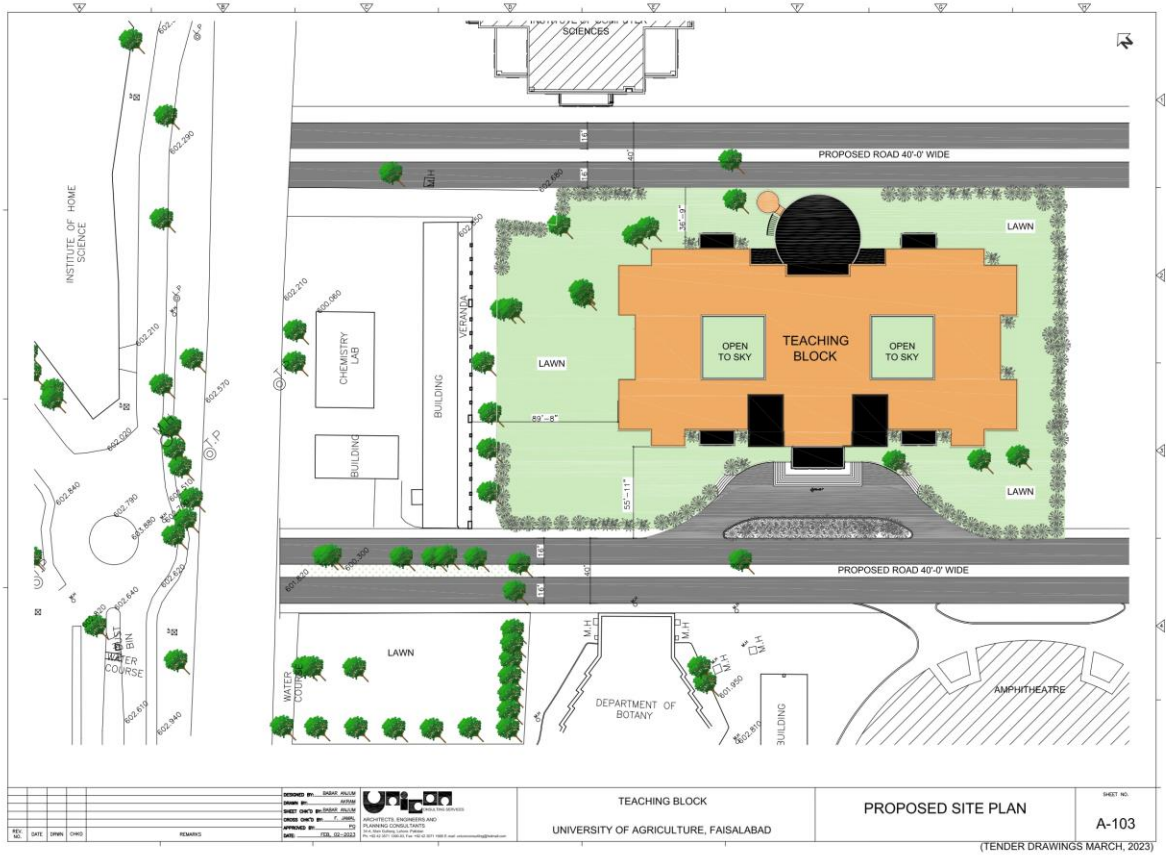
**ART, CULTURE & HUMANITIES
BUILDING
UNIVERSITY OF AGRICULTURE
FAISALABAD**

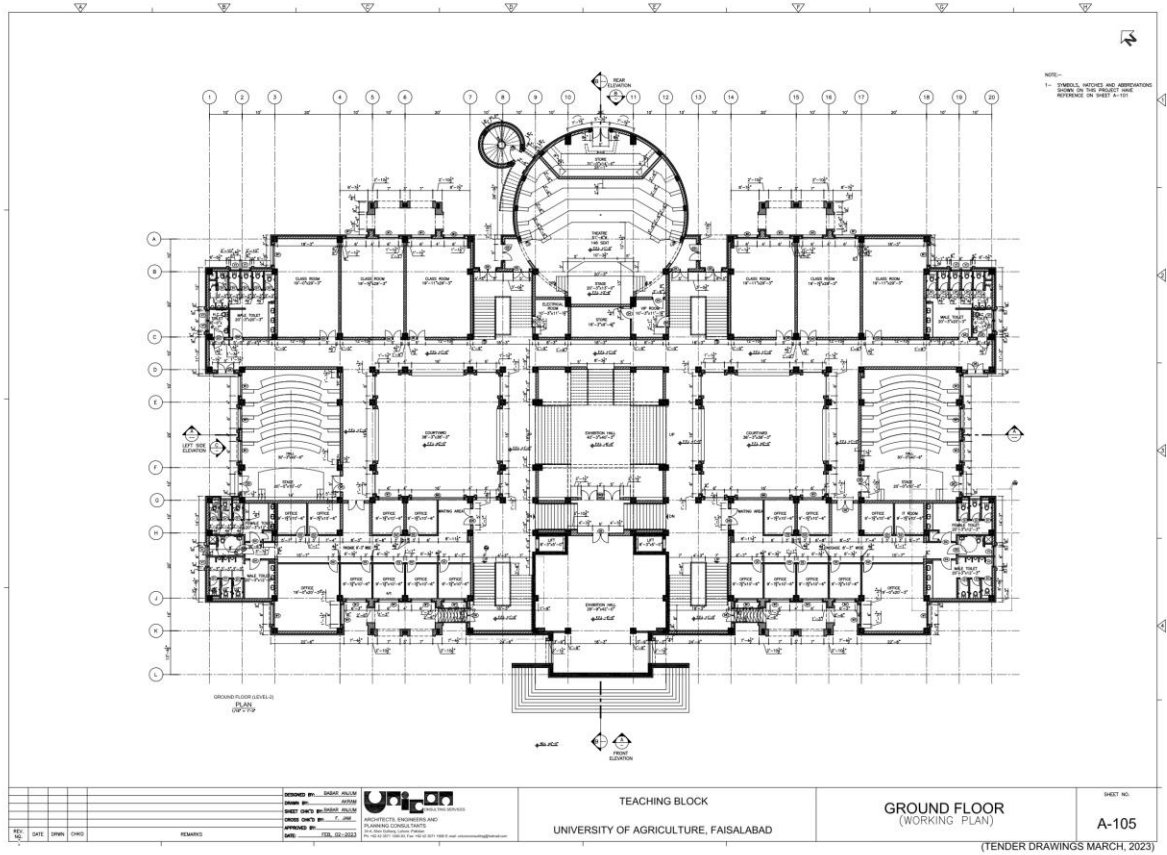


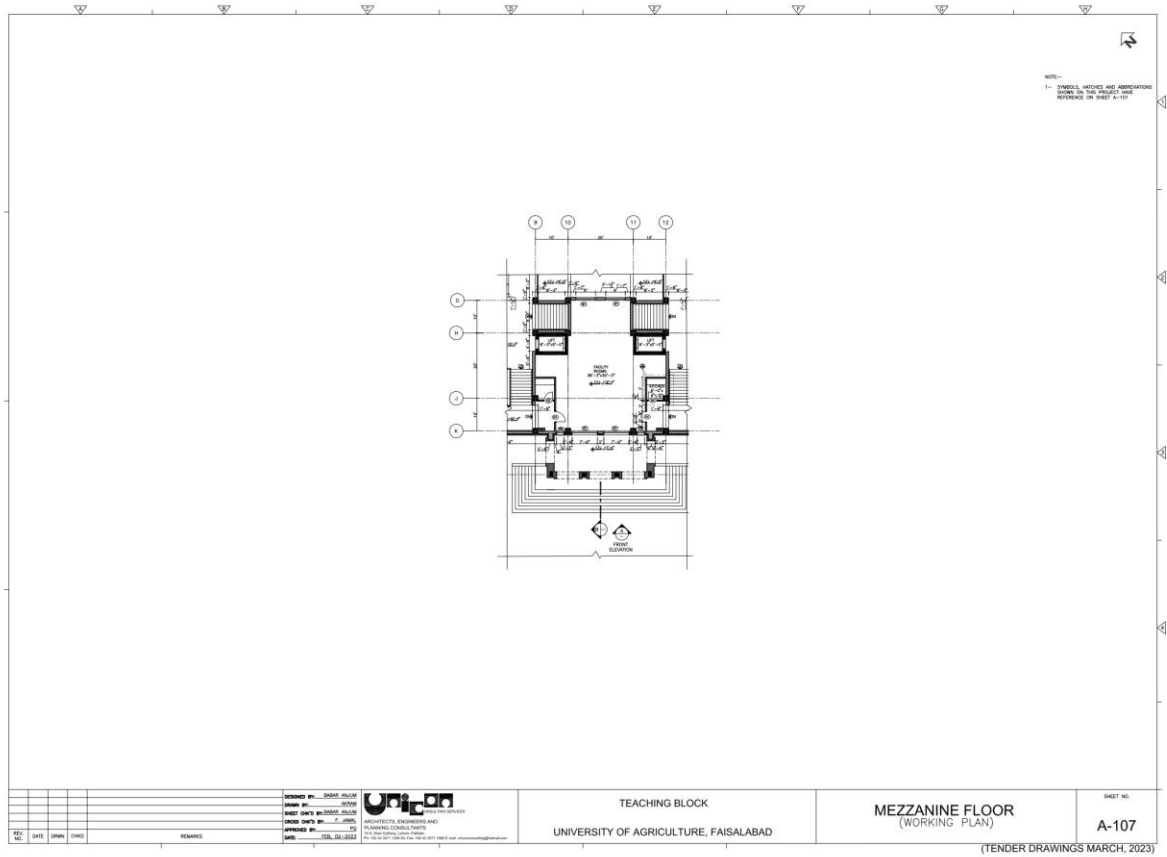
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MARCH, 2023**

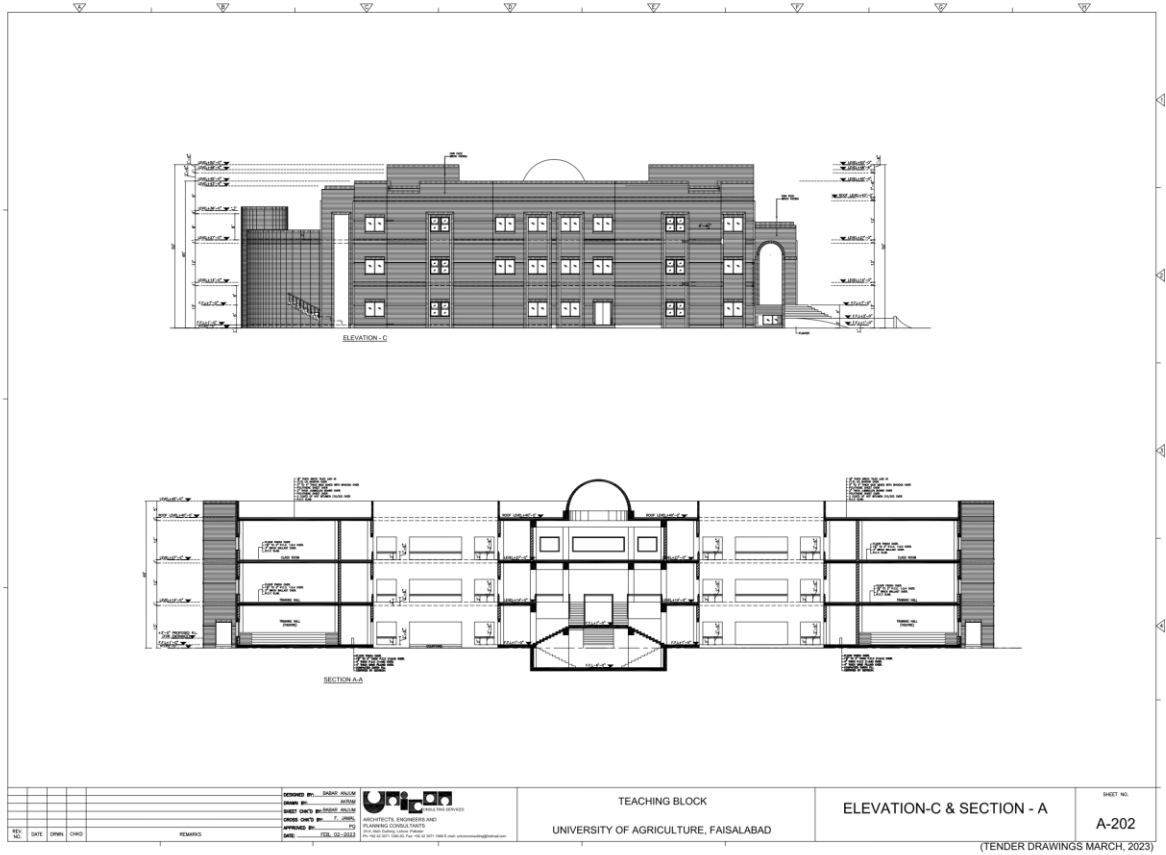
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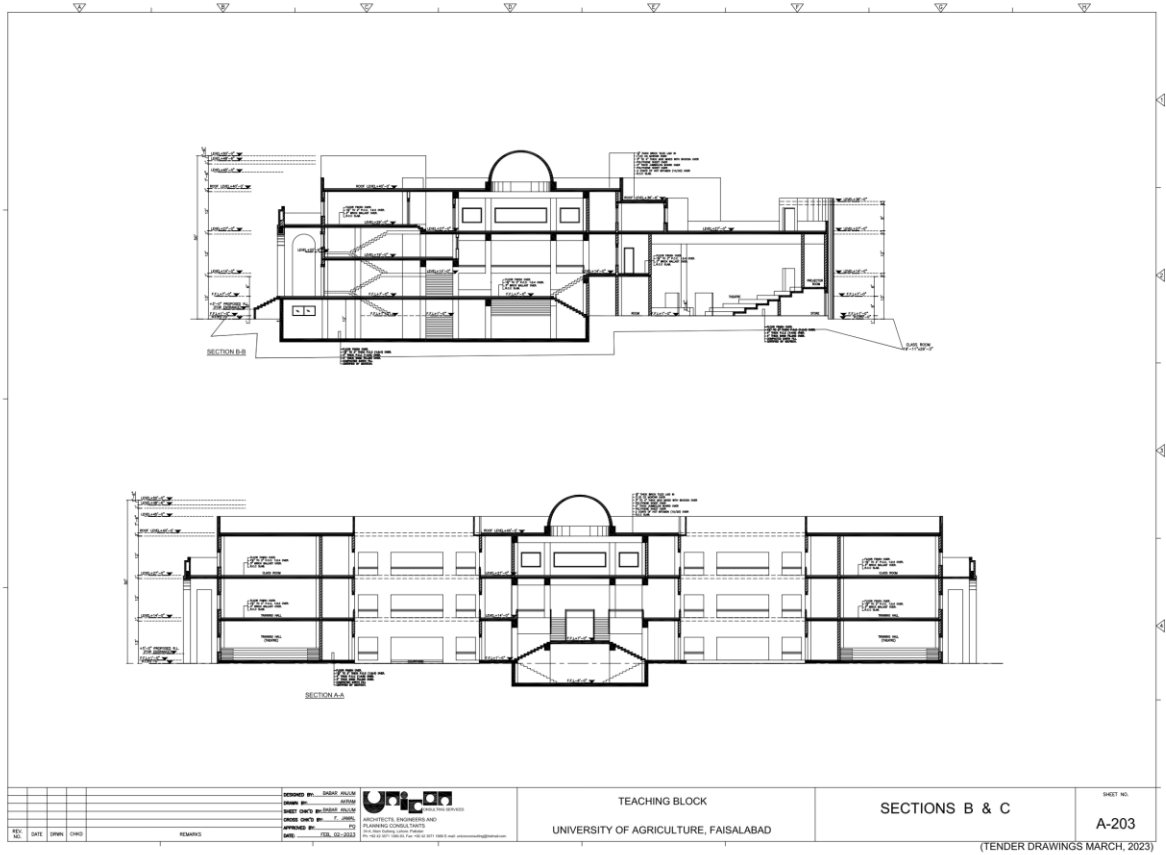












BILL OF QUANTITIES

Volume 03

(To Be Submitted In Financial / Price Bid)

UNIVERSITY OF AGRICULTURE, FAISALABAD
ARTS, CULTURE & HUMANITIES BUILDING
SUMMARY OF COST

Sr. No.	Description	Amount (Rs.)
A)	Civil Work	
i)	Standardized Items	
ii)	Non Standardized Items	
B)	Water Supply & Sewerage	
i)	Standardized Items	
ii)	Non Standardized Items	
C)	Electrification	
i)	Standardized Items	
ii)	Non Standardized Items	
	TOTAL	
	Add 5% Punjab Sales Tax (PRA)	
	GRAND TOTAL	

Amount in words: _____

UNIVERSITY OF AGRICULTURE, FAISALABAD

Arts, Culture & Humanities Building

(SCHEDULE ITEMS)

Sr.#	Description	Total Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	<u>Building Civil Works</u>				
1	Excavation in foundation of building, bridges and other structure, including dagbelling, dressing, refilling, around the structure with excavated earth, watering and ramming lead up to one chain (30m) and lift up to 5 ft (1.5m).In ordinary soil. MRS FSD 2023 (Chapter 3, Item 21 (b), P.30)	69,121.58	1000 Cft		
2	Spraying termite proofing by using liquid FMC/ Biflex/ Terminex Exin/ Ms Hextar or equivalent @ specified suspension concentrate (SC), Mixing Ability-HEXTAR with Ratio (1:250) = 540 Sft or equivalent approved liquid applying with shower and certificate will be provided by the contractor for 10-years complete in all respect .as approved by the Engineer Incharge . (MRS FSD 2023 (Chapter 26, Item 43, P.215)	41,659.67	P.Sft		
3	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth:- (1:4:8) MRS FSD 2023 (Chapter 6, Item 3 (b), P.41)	14,445.08	% Cft		
4	Filling watering and ramming earth under floor. i) With surplus earth from foundation. MRS FSD 2023 (Chapter 3, Item 15, P.29)	34,560.79	1000 Cft		
5	Filling watering and ramming earth under floor. ii) With new earth excavated from out side lead upto one chain (30m) MRS FSD2023 (Chapter 3, Item 15, P.29)	1,000.00	1000 Cft		
6	Pacca brick work in foundation and plinth in cement sand mortar 1:5 MRS FSD 2023 (Chapter 7, Item 4, P.52)	2,018.46	% Cft		
7	Pacca brick work 1:5 c/s mortar in super structure (Ground Floor) MRS FSD2023 (Chapter 7, Item 5, P.53)	36,896.56	% Cft		
8	i) ---do--- in 1st Floor. MRS FSD2023 (Chapter 7, Item 6, P.53)	16,766.06	% Cft		

9	ii) ---do--- in 2nd Floor. MRS FSD 2023 (Chapter 7, Item 6, P.53)	15,146.06	% Cft		
10	iii) ---do--- in 3rd Floor. MRS FSD 2023 (Chapter 7, Item 6, P.53)	2,066.63	% Cft		
12	Perforated pacca brick walling one brick thick, in ground Floor (1:4) MRS FSD 2023 (Chapter 7, Item 18, P.55)	25,024.78	% Sft		
13	i) ---do--- in 1st Floor. MRS FSD 2023 (Chapter 7, Item 19, P.55)	8,403.01	% Sft		
14	ii) ---do--- in 2nd Floor. MRS FSD 2023 (Chapter 7, Item 19, P.55)	8,876.01	% Sft		
15	Providing and laying reinforced cement concrete (including prestressed concrete) using Ordinary portland Cement/ Sulphate resisting Cement / Slag Cement As may be, Required using coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.):-(a)(ii) Reinforced cement concrete in slab of rafts / strip foundation, base slab of column and retaining walls; etc and other structural members other than those mentioned in 6(a) (i) above not requiring form work (i.e. horizontal shuttering) complete in all respects:-- Type C (nominal mix 1: 2: 4) MRS FSD 2023 (Chapter 6, Item 6, P.42)	15,524.73	P.Cft		
A	Providing and laying reinforced cement concrete (including prestressed concrete), using Ordinary portland Cement/ Sulphate resisting Cement / Slag Cement As may be Required coarse coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete (but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.):-(a) (i) Reinforced cement concrete in roof slab, beams, columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:- (3) Type B (nominal mix 1: 1.5: 3) MRS FSD 2023 (Chapter 6, Item 6, P.42)	84,488.34	P.Cft		
A	---do--- in 1st Floor. (Extra Labor) MRS FSD 2023 (Chapter 6, Item 6 (d), P.42)	23,766.73	P.Cft		
A	---do--- in 2nd Floor. (Extra Labor) MRS FSD 2023(Chapter 6, Item 6 (d), P.42)	19,398.02	P.Cft		

A	---do--- in 3rd Floor. (Extra Labor) MRS FSD 2023 (Chapter 6, Item 6 (d), P.42)	8,526.41	P.Cft		
16	Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labor charges for binding of steel reinforcement (also includes removal of rust from bars):- (c) Deformed bars (Grade-60) MRS FSD 2023 (Chapter 6, Item 12, P.45)	405,959.45	% Kg		
17	Supplying and filling of sand under floors or plugging in wells. MRS FSD 2023 (Chapter 7, Item 3, P.68)	60,541.60	% Cft		
18	Providing, laying, watering and ramming brick ballast 1½" to 2" (40 mm to 50 mm) gauge mixed with 25% sand, for floor foundation, complete in all respects. MRS FSD 2023 (Chapter 10, Item 3, P.68)	14,604.25	% Cft		
19	Cement concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate) (f) Ratio 1:2:4. MRS FSD 2023 (Chapter 6, Item 5, P.41)	11,879.52	% Cft		
20	Cement plaster 3/8" (10 mm) thick under soffit of R.C.C. roof slabs only, upto 20' height. (b) Ratio 1:3 MRS FSD 2023 (Chapter 11, Item 10, P.76)	500.00	% Sft		
21	Cement sand plaster ratio (1:4) 3/4" thick on wall upto 20' height. MRS FSD 2023 (Chapter 11, Item 9c, P.76)	156,406.03	% Sft		
21a	Extra for lime, mud or cement plaster and pointing from 100 Sft. 463.60 - Sq.m 49.90 - 20' (6.00 m) and above for each additional 10' (3.00 m) height or part thereof.	55,237.76	% Sft		
22	Providing and laying 4-1/2" thick fair face Special brick Cladding (9"x4-1/2"x3") laid in (1:3) cement / red posso mortar having 1/4" thick groove finish i/c the cost of 8 SWG wire in shape of 8 placed horizontally and vertically at 36" and 18" c/c respectively i/c cutting charges as per approved drawing, complete in all respect as approved and directed by the Engineer Incharge (MRS FSD 2023 (Chapter 7, Item 39, P.57))	60,363.50	Per Sft		
23	Providing and laying Conglomerate flooring (two coat work) with top layer of ½" (13mm) thick wearing surface, one part of cement and 2 parts of stone chips passing 3/16" (6 mm) sieve, over bottom layer of cement concrete 1:3:6, including surface finishing and dividing in panels:- (2" thick) MRS FSD 2023 (Chapter 10, Item 16, P.69)	1,870.00	% Sft		

24	Providing and laying superb quality Ceramic tile floors of Master brand or equivalent of specified size,Glossy/Matt/Texture of approved Color and Shade as per approved design with adhesive bond, over 3/4" thick (1;2) cement sand plaster i/c the cost of sealer for finishing the joints i/c cutting grinding complete in all respects and as approved and directed by the Engineer Incharge) 12"x18"/12"x24"/10"x24" /8"x24"/12"x36" (MRS FSD 2023 (Chapter 10, Item 24, P.70)	20,019.72	Per Sft		
25	Providing and laying superb quality Porcelain glazed tiles flooring of MASTER brand or equivalent of specified size in approved design,Color and Shade with adhesive/bond over 3/4"thick (1:3) cement plaster i/c the cost of sealer for finishing the joints i/c cutting grinding complete in all respect as approved and directed by the Engineer Incharge(ii) 600mmx 600 mm. (Full Body Glazed Tile) (MRS FSD 2023 (Chapter 10, Item 42, P.73)	60,791.02	Per Sft		
26	Providing and laying superb quality Porcelain glazed tiles of Master brand or equivalent, skirting/dado of specified size, Color and Shade with adhesive/ bond over 1/2"thick (1:2) cement plaster i/c the cost of and sealer for finishing the joints, cutting grinding complete in all respect as approved and directed by the Engineer Incharge (ii) 600mmx 600 mm. (MRS FSD 2023 (Chapter 10, Item 43, P.73)	4,699.61	Per Sft		
27	Providing and laying 3/4" thick full width Prepolished Marble slab for Vanities / Shelves / Treads/Window Cills , having Uniform texture (Spotless) with adhesive bond over 3/4" thick (1:2) cement sand mortor i/c the cost of matching sealer complete in all respects as approved and directed by the Engineer Incharge.) (MRS FSD 2023 (Chapter 10, Item 47, P.74)				
	China Verona	7,744.60	Per Sft		
28	Extra cost for making hole in Marble slab for fixtures, Sink,burners, basin Vanities i/c cost of bevelling of internal edge as approved and directed by the Engineer Incharge (MRS FSD 2023 (Chapter 10, Item 49, P.74)	66.00	Each		

29	Providing and fixing 2" wide MS/ GI Chowkat singel/double rebate made of 16 SWG MS sheet pressed/welded / supported with M.S. flat 1- 1/4"x1/8" i/c 6"long M.S. Flat 1"x1/8"hold fasts (6-Nos) welded/ screwed, punching of lock hole covered with MS Box,coating with antirust paint including filling with cement sand mortar (1:8) and embedding hold fast in cement concrete (1:2:4) ,complete in all respect as approved and directed by Engineer Incharge (MRS FSD 2023 (Chapter 12, Item 17, P.84)				
	(ii) 10.50 " wide	2,208.08	P.Sft		
	iii) 5.5 " wide	3,069.50	P.Sft		
30	Providing and laying 24 SWG aluminum kick plate 4" high, fixed with screws 4" (100 mm) centre to centre, on bottom rail of flush doors only of commercial ply (MRS FSD 2023 (Chapter 12, Item 53, P.88)	225.00	Per Rft.		
31	Providing and fixing autotomatic hydraulic operated door closer imported heavy duty complete in all respect as approved and directed by the Engineer Incharge. (MRS FSD 2023 (Chapter 12, Item 67, P.91)	45.00	Each		
32	P/F Iron door comprising of specified leaves made of 1-1/4"x1- 1/4"x3/16" MS angle iron for leaf frame, diagonal and horizontal braces duly welded with MS. sheet 18-SWG i/c the cost of sliding bolt, tower bolt and painting 3-coats but excluding the cost of Chowkat complete in all respect as approved and directed by the Engineer incharge MRS FSD 2023 (Chapter 25, Item 62, P.211)				
I	Single Leaf	73.50	P.Sft		
II	Double Leaf	280.00	P.Sft		
33	Providing and laying roof insulation, comprising of single layer of tiles 9"x4½"x1½" (225x113x40 mm) grouted with cement sand mortar 1:3 laid over 2" (50 mm) thick earth (including mud plaster) over thermopore sheet, over polythene sheet 300 gauge over a layer of bitumen, complete in all respects: (MRS FSD 2023 (Chapter 9, Item 35, P.64)				
	iii) Thermopore sheet 1" (25 mm) thick	27,955.30	% Sft		
34	Khuras on roof 2'x2'x6" (600 x 600 x 150 mm) MRS FSD 2023 (Chapter 9, Item 15, P.63)	15.00	Each		

35	Providing and fixing ornamental wooden architrave 3"x(1-1/2" tapered to 1/4") all along the door frame complete in all respect. (b) Deodar wood architrave. MRS FSD 2023 (Chapter 12, Item 58, P.89)	964.99	P.Sft		
36	Providing and fixing 24" Deep Box type Wardrobe consisting of 3/4" thick UV coated MDF board(Medium density Fiber board) Sheet both side glazed shutters and box comprising of 3/4" thick laminated MDF sheet i/c the cost of 1mm thick PVC tapeduly hot pressed on all edges of the shutters/ panels/ drawers etc., with machine i/c the cost of self closing box type hinges, handles, screws, Glue and rawal plugs, Drawers & locking arrangement complete in all respect as approved and directed by Engineer Incharge MRS FSD 2023 (Chapter 12, Item 63, P.90)	53.75	P.sft		
37	Providing and fixing 1st class solid wood wrought joinery in panelled or panelled and glazed doors and windows of specified thickness with 1" thick solid wood panels with step and 1-1/2"x2-1/2" beadings all around the panels i/c the cost of Tower bolt and handles complete in all respect (Excluding the cost of sliding bolt, lock and chowkats (frame), etc.) as approved and directed by the Engineer Incharge MRS FSD 2023 (Chapter 12, Item 7, P.81)				
	a) Deodar wood Door				
	(i) 2" thick (50 mm)	5,319.58	P.Sft		
38	Providing and fixing Imported Mortise Lever Handle Lock with backplate (Machine, Cylinders, Lever Handles (Pair) and backplate (Pair)) of approved quality, design & finish, including the cost of all accessories to complete the job as shown on drawing and as per specification, complete in all respect, as approved and directed by the Engineer Incharge. MRS FSD 2023 (Chapter 12, Item 69, P.91)	210	Each		
39	Providing and fixing all types of partly fixed and partly openable glazed anodised Powder Coated aluminium doors, using delux section (2mm thick) of M/s Al-Cop or Pakistan Cables, having chowkat frame of size 40 x 100 mm (1½" x 4") and leaf frame of 60x40mm (2½"x1½") wide sections including the cost of ¼" (5 mm) thick imported tinted glass with aluminium triangular gola and rubber gasket to support the glass and leaf edging, using approved standard fittings, locks, 3" (75 mm) wide long handles etc., and hardware any required as approved by the Engineer Incharge. MRS FSD 2023 (Chapter 25, Item 51, P.209)	420.00	P.Sft		

40	Providing and fitting all types of glazed aluminium windows of anodised/ powder coated partly fixed and partly sliding using deluxe sections of approved manufacturer section thickness is 1.2 mm. having frame size of 100 x 30 mm (4"x1-1/4") and leaf frame sections of 50 x 20 mm (2"x3/4"), all of 1.6mm Thickness including 5mm imported tinted Glass with rubber gasket using approved standard latches, hardware etc., as approved by the Engineer in-charge (MRS FSD 2023 (Chapter 25, Item 52, P.209))	3,540.75	P.Sft		
41	Providing and fixing aluminium glazed partition of anodized / powder coated using section of M/s. Al-Cop/ Pakistan Cable having 2 mm thick Frame size D48-A , i/c 12 mm tinted TEMPERED glass with sand blasting and edge polishing i/c the cost of tear resistance film, rubber gasket and hardware etc. complete in all respect as approved and directed by the Engineer Incharge. (Floor hinge will be paid separately) .(MRS FSD 2023 (Chapter 25, Item 57, P.210))	148.88	P.Sft		
42	Providing and fixing false ceiling comprises of Gypsum board laminated sheet of size 2'x2'/2'x3'/ 3'x3' of specified design and thickness i/c cost of fixtures i.e galvanized angle 1" x 1" at wall sides, galvanized tee 1 1/4" x 1" and 1 1/2" x 1" both at 4' c/c (made of Taiwan CKM or equivalent), hanging with G.I/Copper wire 16 SWG, G.I hook, Rawal Plug etc: complete in all respects as approved and directed by the Engineer Incharge (MRS FSD 2023 (Chapter 9 Item 48, P.66))				
	iv) 12 mm thick	60788.02	P.Sft		
43	P/L false ceiling comprising of 5/8" thick plaster of paris sheet of required size in approved design with one line of 6" wide niche all around , hanging with Copper wire (16 SWG) duly enriched with POP and flaxen i/c the cost of making space for rope light /screws/jute/making holes for lights and rawal plugs complete in all respects as approved and directed by the Incharge. (Measurement will be made as per carpet Area) (MRS FSD 2023 (Chapter 9 Item 49, P.67))	800.00	P.Sft		
44	Preparing surface and painting with emulsion paint MRS FSD 2023 (Chapter 13, Item 31, P.96)				
a	1st Coat	142,412.30	% Sft		
	2nd and Each subsequent Coat	142,412.30	% Sft		
	3rd Coat	142,412.30	% Sft		

45	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect:- a) new surface: (MRS FSD 2023 (Chapter 13, Item 33, P.97)				
	1st Coat	3,797.56	% Sft		
	2nd Coat	3,797.56	% Sft		
	3rd Coat	3,797.56	% Sft		
	Providing and laying Tuff pavers ,having 7000PSI ,crushing strength of approved manufacturer ,over 2" to 3" sand cushion i/c grouting with sand in joints i/c finishing to require slope . complete in all respect (50% Grey / 50% Coloured) .MRS FSD 2023 (Chapter 10, Item 41, P.72)				
b)	60mm Thick	1500	Per Sft		
TOTAL AMOUNT (Rs.) =					

UNIVERSITY OF AGRICULTURE, FAISALABAD
ARTS, CULTURE & HUMANITIES BUILDING
(NON-SCHEDULE ITEMS)

NOTE: For Rate Analysis of NS Items; Input Material & Labor Rates of Faisalabad (2023) have been used.

Sr.#	Description	Total Quantity	Unit	Tendered Rate (Rs.)	Amount (Rs.)
	<u>Building Civil Works</u>				
1	Clearing and grubbing of building area, dressing, compaction upto required modified AASHTO dry density and removal of trees, shrubs, roots etc. Including dismantling of existing one-storey structure old store room near the proposed building at the site. Including stacking or disposing off the surplus material out side the Project limit as per instructions of the Engineer Incharge. This includes all related civil works to be involved in demolishing.	1.00	Job		
2	Providing and fixing 2" diameter S.S pipe hand rail fixed to wall, complete in all respects as per specifications, as shown on drawings and as directed by the Engineer.	100.00	P.Rft		
3	Providing and fixing of 2" dia S.S stair railing with 1-1/2" dia S.S. vertical posts including SS brackets and bolts, including all fixing arrangements complete in all respects as per specifications, as details shown on drawings and as directed by the Engineer.	733.00	P.Rft		
4	Frosting of the glass of windows in bathrooms with sandblasting and making it completely obscure, with approved pattern and design, complete in all respects as per directions of the Engineer Incharge.	1,020.00	P.Sft		
TOTAL AMOUNT (Rs.) =					

ARST, CULTURE & HUMANITIES BUILDING					
(SCHEDULE ITEMS)					
Sr.#	Description	Unit	Total Quantity	Rate (Rs.)	Amount (Rs.)
	<u>Public Health Works</u>				
1	Providing, fixing, testing and commissioning of μ -PVC (Unplasticized Polyvinyl Chloride) Nikasi/ waste pipe make of Dadex /Popular/Beta or equivalent, plain /socket ended conforming to code EN-1329 of specified SDR (Standard Dimension Ratio) including the cost of specials and Solvents complete in all respect as approved and directed by the EngineerIncharge .MRS 2023 (Chapter 19, Item 47, P.129)				
	b) Type (SDR 32.5/SN-8)				
	(iii)2"(60 mm)	Per Rft	320.00		
	(iv)3"(85 mm)	Per Rft	1,000.00		
	(v)4"(110 mm)	Per Rft	3,000.00		
	(vi)6"(160 mm)	Per Rft	200.00		
	(vii)8"(200 mm)	Per Rft	100.00		
2	Providing, fixing, testing and commissioning of μ -PVC (Unplasticized polyvinyl Chloride) Nikasi/ waste pipe Fittings make of Dadex /Popular/Beta or equivalent, conforming to code EN-1329 including the cost of Solvents complete in all respect as approved and directed by the Engineer Incharge ..MRS 2023 (Chapter 19, Item 49a, P.129)				
	a) P-Trap				
	(i) 4" dia	Each	80.00		
	(ii) 3" dia	Each	18.00		
	b) Multi-Trap				
	(i) 4" dia	Each	10.00		
	(ii) 3" dia	Each	4.00		
	c) Vent Cowel				
	(i) 4" dia	Each	20.00		
	(ii) 3" dia	Each	10.00		
	(iii) 2" dia	Each	5.00		
	d) Clean Out				
	(i) 4" dia	Each	30.00		
	(ii) 3" dia	Each	10		

3	Providing and fixing CP bath Room Set made of Sonex/Master/Faisal comprising of 3-No Tee stop cocks, lever type Basin Mixer, double Bib Cock, open wall shower, Muslim shower,waste coupling and bottle trap etc. complete in all respect as approved and directed by the Engineer incharge MRS 2023 (Chapter 19 Item 52, P.130)				
	(i) 3 No Tee Stop Cock (set)	Each	280		
	(ii) Lever Type Basin Mixer	Each	85		
	(iii) Double Bib Cock	Each	80		
	(v) Muslim shower	Each	80		
	(vi) Waste Coupling	Each	85		
	(vii) Bottle Trap	Each	85		
4	Providing, laying, testing and commissioning of POLYPROPYLENE RANDOM COPOLYMER (PPRC) water supply pipe (Dadex /Popular/ Beta or equivalent) with specified pressure rating PN (PRESSURE NOMINAL)and conforming to DIN 8077-8078 code i/c cost of solvent, specials,making jharries complete in all respect as approved and directed by Engineer Incharge.(Internal/External Diameters mentioned) .MRS 2023 (Chapter 23, Item 47, P.158)				
	b) PN-20 pipe				
	(ii)(3/4") 25 mm	Per Rft	4000		
	(iii)(1") 32 mm	Per Rft	3000		
	(iv) (1-1/4") 40 mm	Per Rft	1500		
	(vi)(2") 63 mm	Per Rft	1000		
	(vii)(2-1/4") 75 mm	Per Rft	800		
5	Providing and fixing, chromium plated mixing valve, for wash hand basin, sink or shower .MRS 2023 (Chapter19, Item 30, P.127)	Each	2.00		
6	Providing and fixing gun metal peet/gate valve (screwed) MRS 2022-23 (Chapter19, Item 31, P.127)				
	ii) 40 mm(1½") dia	Each	40.00		
	iv) 65 mm(2½") dia	Each	5.00		
7	Providing and fixing chromium plated bottle trap with waste pipe, etc. complete:- ii) 4 cm (1½") MRS 2023 (Chapter 19, Item 5, P.131)	Each	2.00		
8	Providing and fitting 10cm (4") gully trap, including cement concrete , cost of pvc grating 15x15cm (6"x6") and masonry chamber 30x30cm (12"x12"). MRS 2023 (Chapter 19, Item 36, P.127)	Each	10.00		

9	Providing and fixing stainless steel sink with drain board, size 120x60 cm (48"x24") including bracket set, waste pipe and waste coupling .MRS 2022-23 (Chapter 19, Item 8, P.124)	Each	2.00		
10	Providing and fitting glazed earthen ware wash hand basin /vanity 56 x40 cm (22"x16") including bracket set, waste pipe and waste coupling, etc. MRS 2023 (Chapter 19, Item 7, P.124)				
	i) white, with pedestal	Each	82.00		
	v) Under Counter Vanity Basin	Each	3.00		
11	Providing and fitting one piece European Coupled set of Water Closet(WC) and flushing Cistern of PORTA brand (full size) i/c the cost of CP/rubber connection, thimble, normal seat cover and rawal bolts complete in all respects as approved and directed by the Engineer Incharge MRS 2023 (Chapter 19, Item 3, P.124)	Each	78.00		
12	Providing and fitting glazed earthen ware water closet, squatter type (Orisa pattern), combined with foot rest. MRS 2023 (Chapter 19, Item 4, P.124)				
	i) White	Each	2		
13	Providing and fixing glazed earthen ware flat back urinal MRS 2023 (Chapter 19, Item 11, P.125)	Each	30.00		
14	Providing and fixing, chromium plated soap dish .MRS 2023 (Chapter 19, Item 16, P.125)	Each	85.00		
15	Providing and fixing chromium plated toilet paper holder. MRS 2023 (Chapter 19, Item 18, P.125), .	Each	80.00		
16	Providing and fixing, chromium plated towel rail: -MRS 2023 (Chapter 19, Item 19, P.125),				
	i) 60 cm (24") long, and 2 cm (¾") dia.	Each	40.00		
17	Providing and fixing looking glass 55x40 cm (22"x16") size, and 5 mm thick, first quality. MRS 2023 (Chapter 19, Item 20, P.126)	Each	85.00		
18	Providing and fixing chromium plated bib cock: -MRS 2023 (Chapter 19, Item 27, P.126)				
	i) 2 cm (¾")	Each	10.00		
	ii) 1.5 cm (½")	Each	10.00		

19	Providing/fixing Gas water heater (Geyser) of specified capacity,comprising of water tank made of 14 SWG steel sheet and cover with 20 SWG MS sheet, best quality of approved make of Corona/Ambassador / Super Asia/Canon i/c the cost of non return valve,imported thermostate,G.I. accessories, safety valve and making connection with existing water supply pipelinecompletein all respectsas approved and directed by the Engineer Incharge. MRS 2023 (Chapter 19, Item 53, P.132)				
(i)	50 Gallons	Each	12.00		
Total Amount (Rs.) =					

ELECTRICAL WORKS

A. SCHEDULE ITEMS

Sr. No.	Description	Qty	Unit	Rate	Amount
1/24	Supply and erection of G.I. pipes for wiring purposes, including pull boxes, inspect on boxes, bends, tees, etc, complete with all specials.				
a)	On surface, including damp, etc.				
v)	40mm i/d.	30	Meter		
3/24	Supply and erection of PVC pipe for wiring recessed in walls, including inspection boxes, pull boxes, hooks, cutting jharries, and repairing surface, etc, complete with all specials.				
ii)	20mm i/d.	10200	Meter		
iii)	25mm i/d.	9900	Meter		
iv)	32mm i/d.	160	Meter		
v)	40mm i/d.	250	Meter		
vi)	50mm i/d.	65	Meter		
6/24	Supply and erection PVC pipe for recessed wiring (main and sub-main) purpose, including bends, specials, etc, in floor, wall or trenches.				
i)	50mm i/d.	60	Meter		
iii)	100mm i/d.	220	Meter		
10/24	Supply and erection of single core PVC insulated copper conductor cables, in prelaid PVC pipe/M.S. conduit/G.I. pipe/wooden strip batten/wooden casing an capping/G.I.wire/trenches (rate for cables only):-				
a)	250/440 volts, PVC insulated.				
i)	3/0.74mm (3/0.029").	30100	Meter		
iii)	7/0.74mm (7/0.029").	12200	Meter		
iv)	7/0.91mm (7/0.036").	16500	Meter		
v)	7/1.12mm (7/0.044").	3900	Meter		
vi)	7/1.63mm (7/0.064").	740	Meter		
c)	450/750 volts, PVC insulated.				
vi)	10mmsq (7/0.052").	375	Meter		

12/24	Supply and erection of single core PVC insulated, PVC sheathed copper conductor, 600/1000 volts grade cable, in prelaaid G.I. pipe/M.S, conduits/PVC pipe/G.I. wire/trenches, etc (rate for cable only):-				
ix)	95mmsq (37/0.072").	18	Meter		
xiv)	300mmsq (61/0.099").	18	Meter		
xvii)	630mmsq (127/0.093").	55	Meter		
viii)	70mm (19/0.083").	230	Meter		
13/24 (c)	PVC insulated, PVC sheathed 4 core, 660/1100 volt non armored cable.				
v)	6mm (7/0.044").	375	Meter		
ix)	35mm (19/0.064").	12	Meter		
vii)	16mm (7/0.064").	675	Meter		
vi)	10mm (7/0.052").	375	Meter		
xiv)	150mm (37/0.093").	15	Meter		
xv)	185mm (37/0.103").	18	Meter		
xvii)	300mm (61/0.099").	240	Meter		
17/24	Supply and erection of M.S. sheet box of 16 SWG, 10 cm (4") deep, with 4.75 mm thick (3/16") bakelite sheet top, for recessed wiring, including making holes for regulators, switches, plugs, etc.				
i)	10x10 cm (4"x4")	670	Each		
ii)	17.5 x 10 cm (7"x4")	95	Each		
52/24	Supply and erection of 3/8" (10 mm) dia M.S. bar fan hook, placed at the time of casting of slab.	5	Job		
93/24	P/F wall mounted DB (Distribution Board) made with 16SWG Sheet (Recessded/Surface mounted Type), Powder coated Paint, i/c the cost of Lock, Indication lights,Thimble, Copper Comb, Wiring, Netural & Earth Bar, Door Earthing, Digital Voltmeter, Digital Ammeter,Volt Selector Switch, Ammeter selector switch, Current Transformers and Controles Complete in all respect as approved and directed by the Engineer Incharge (Breakers will be Paid Separately).				
a)	6" deep.				
i)	20-60A.	92.5	P.Cft		

ii)	75-100A.	5.5	P.Cft		
94/24	P/F floor mounted Electric Panel board of required depth and size, fabricarted with 14SWG M.S sheet (Indoor/Outdoor Type),derusting, zinc Phosphated, finish with electro static powder coating in approved colour i/c the cost of Lock, Indication lights, Brass glands, Netural & Earth bar, Digital volt meter/ Amp meter, Slector switches, Current Transformers, Controles, Channels, Copper bus bars of specified capacity, Door Earthing, complete in all respects as approved and directed by the Engineer				
	Incharge (Breakers will be Paid Separately).				
i)	LT Switchboards				
	a) 2.50 Ft deep				
i)	250~600A	140	P. Cft		
ii)	800~1200A	126	P. Cft		
89/24	Suppling,Installation and comissioning of MCB (Miniature Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GE U.S.A / SCHNEIDER GERMANY /SIEMEN GERMAN/TERASAKI JAPAN/ ABB SWITZERLAND in prelaid DBs and Panels i/c the cost of screwes,necessary wire complete in all respect as approved and directed by the Engineer Incharge.				
a)	Single Pole				
ii)	6-40 Amp (6KA)	558	Each		
c)	Tripple pole				
ii)	6-40 Amp (6KA)	8	Each		
87/24	Supplying, Installation and commissioning of MCCB (Moulded Case Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GE U.S.A / SCHNEIDER GERMANY / TERASAKI JAPAN/SIEMEN/ABB				
	SWITZERLAND (with fixed Thermal-Magnetic Trip) in prelaid DBs and Panels i/c the cost of screws, necessary wire complete in all respect as approved and directed by the Engineer Incharge.				
a)	Tripple Pole				
ii)	15-100Amp (10KA, 15KA)	30	Each		
iii)	15-100Amp (18KA)	18	Each		
vii)	15-100Amp (36KA)	15	Each		

x)	300-630Amp (36KA)	5	Each		
91/24	Supplying,Installation and commissioning of MCCB (Moulded Case Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GE U.S.A / SCHNEIDER GERMANY / TERASAKI JAPAN/ABB SWITZERL (with adjustable Thermal-Magnetic Trip) in prelaiddBs and Panels i/c the cost of screws, necessary wire complete in all respect as approved and directed by the Engineer Incharge.				
a)	Tripple Pole With Adjustable Thermal-M agnetic Trip /Electronic Trip (60-100%)				
x)	630-1600 Amp(50 KA)	1	Each		
92/24	P/F ACB (Air Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GE U.S.A / SCHNEIDER GERMANY / TERASAKI JAPAN/ABB SWITZERLAND in prelaiddPanels i/c the cost of screws,necessary wire complete in all respect as approved and directed by the Engineer Incharge.				
a)	Tripple Pole (65 KA)				
ii)	1000-1250 Amp	1	Each		
96/24	P/F PFI PLANT (Power Factor Improvement Plant) comprising of components of required ratitngs, in MS box of 14 SWG i/c the cost of 3mm thick Backlite sheet (Safety Sheet)Lock, thimbles i/c the cost of				
	power capacitors, Magnetic contactors, HRC fuses, Power factor controllers, Indication lights, Copper comb, Wiring, Netural & Earth bar, Door earthing, brass glands, push buttons, CTS, Controle MCB, Surge Suppressors, Auto/Manual Switches, Exhaust Fan, Temp regulators as per WAPDA standards complete in all respects as approved and directed by the Engineer Incharge.				
iii)	150 KVAR	1	Each		
97/24	Providing and fixing DB/Panel accessories of required rating and size i/c copper screws of approved brand Complete in all respect as approved and directed by the Engineer Incharge.				
(i)	Selector Switch.	31	Each		
(ii)	Current Transformer Coil (Make: Metelx/Fico).	10	Each		
(iii)	Digital Voltmeter (0-600 Volt).	28	Each		
(iv)	Digital Ammeter (0-9999 Amp).	3	Each		
(v)	LED Phase Indicator.	87	Each		

(viii)	Control MCB S/P 6A (Make: Schneider/Terasaki/ABB).	87	Each		
(ix)	Surge Suppressors.	1	Each		
xi)	Exhaust fan with louvers (make imported).	4	Each		
xii)	Temperature regulator O-60C.	4	Each		
108/24	P/F PVC double layer Switch kit Face plate with specified switch holes i/c the cost of switches / sockets / dimmer made of Hi-Life / Bush / Schenider, screws complete as approved and directed by the Engineer Incharge.				
a)	One way Gange Switch				
	Small				
i)	01 Gange.	53	Each		
ii)	02 Gange.	13	Each		
iii)	03 Gange	86	Each		
iv)	Three pin light plug 10/13Amp.	613	Each		
vi)	Fan dimmer.	5	Each		
viii)	Three pin power plug 15-32Amp.	68	Each		
v)	Telephone/TV/data cable socket.	73	Each		
	Large				
i)	04 Gange.	24	Each		
ii)	05 Gange.	16	Each		
iii)	06 Gange.	54	Each		
b)	Two way Gange Switch				
	Small				
i)	01 Gange one way/two way.	14	Each		
105/24	Providing and fixing Copper winded Exhaust fan with louver and shutter made of Pak/Younas/G.F.C i/c the cost of necessary cable and hardware for connection from ceiling rose complete as approved and directed by Engineer Incharge.				
a)	Plastic body.				
ii)	12" dia	32	Each		

100/24	Providing and fixing 3" deep cable tray with straight flange fabricated with perforated G.I. Sheet of specified guage,size and depth duly wall supported/ceiling hung on painted brackets of MS angle iron of 1"x1"x1/8" and MS patti of 1-1/2"x3/16" size @ 5 ft C/C, hangers i/c the cost of hardwares as approved and directed by the Engineer Incharge.				
(a)	16-SWG				
i)	4"x3"	430	Meter		
ii)	6"x3"	340	Meter		
102/24	Providing and fixing 4" deep cable tray with straight flange fabricated with perforated G.I. Sheet of specified guage,size and depth duly wall supported/ceiling hung,supported on painted brackets of MS angle iron of 1- 1/2"x1-1/2"x3/16" and MS patti of 1-1/2"x3/16" size @ 5 ft C/C, hangers i/c				
	the cost of hardwares as approved and directed by the Engineer Incharge.				
(a)	16-SWG				
ii)	9"x4"	25	Meter		
103/24	Providing and fixing screwless cable tray cover fabricated with 18 SWG G.I. Sheet of required size i/c the cost of hardware as approved and directed by the Engineer Incharge.				
i)	4" wide.	430	Meter		
ii)	6" wide.	340	Meter		
iii)	9" wide.	25	Meter		
111/24	Supply, Installation and commissioning of wiring with 4-pair data Cable, 23 AWG UL/EN listed cable * Conforming to following standards: TIA/EIA 568 / ISO/IEC 11801, in prelaidd conduit / cable tray from including all accessories, Manufacturer/OEM Authorization, Make: Schneider / i-connect UK/3M Corning USA/ D-Link/ Pollo Australian or equivalent complete in all respect as approved and directed by Engineer Incharge.				
a)	UTP (Unshielded Twisted pair)				
i)	CAT-6 (Min.1G @ 250MHz or higher).	10900	Per Meter		

139/24	Supply, Installation and commissioning of Armored Fiber Optic Cable of specified core and mode, Fiber Optic Connection, UL listed , in prelaaid/pipe, cable tray , including all accessories, made of Norden / Schneider / Panduit/Pollo Australia or equivalent Complete in all respect as approved and directed by Engineer Incharge.				
b)	Single mode OS2				
i)	04 Core	40	Meter		
140/24	Supply, Installation of OFDF (Optical Fiber Distribution Frame) having specified mode ports Loaded with Splicing Tray, with splicing of Pigtaills, Fully loaded DUPLEX SC Couplers & Pigtail supplied with Patch Leads (LC-SC) or as per site SFP based required cords, UL Listed, Made of Schneider / Norden, Pollo Australia or equivalent or as approved and directed by the Engineer Incharge.				
b)	Single mode (SM) ports				
i)	06 Ports	4	Each		
ii)	12 Ports	2	Each		
135/24	Supply , installation of floor mounted Main CCTV Cabinet of specified size, installed in Main IT / Server room/Security Room, made of Powder Coated M.S frame, perforated front & rear doors, removable side panels, 04 way fans for cooling, top/bottom entry, handle lock with 4 lockable wheels, cable manager, with 6 way PDU (Power Distribution Unit) & 2 x 6 way PDU (Power Distribution Unit) for 42U size with all necessary accessories/ materials, complete in all respects. made of Bosch/ HP / Dell , Pollo Australia or equivalent or as approved and directed by Engineer Incharge.				
i)	42U (800x800x2055mm)	1	Each		
ii)	27U (600x600x1300mm)	2	Each		
136/24	Supply, Installation and commissioning of Simple type, Dual Shutter Face Plates having fully populated I/O:				
	Option 1:RJ-11 with RJ45/8P8C I/Os supporting either Cat6 or Cat6a cables as required by project.				
	Option 2: Two RJ45/8P8C I/Os supporting either Cat6 or Cat6a cables as required by project.				
i)	Single I/O.	146	Each		

119/24	Supply and installation of Cable Metal Organizer, 19" Rack mounted with high graded epoxy powder coating and slideable top-UL Listed. Made of Schneider/i-Connect UK/3M Corning: Pollo Australia or equivalent as approved and directed by the Engineer Incharge.	12	Each		
120/24	Supply, Installation and commissioning of 19" Rack Mounted of specified, UTP Patch Panel with specified toolless support & Rear Cable Management, UL listed, Loaded with UTP of specified Keystone Jack Toolless Support , Made of Schneider / Norden /3M Corning/D-Link, Pollo Australia or equivalent or as Approved and Directed by Engineer Incharge.				
i)	CAT-6 (24 Port Patch Panel with Toolless Support 1-Gigabit).	12	Each		
116/24	Supply, Installation and Connection of Specified Ports Layer-2 PoE (Power Over Ethernet) data Network Switch specified ports x100 Mbps PoE, Min.2x1Gbps SFP UPLINK ports, made of Cisco USA/NOVAS Europe/Juniper USA / Huawei / H3C, Pollo Australia or equivalent as approved and directed by the Engineer Incharge.				
iii)	16 port, Min. 300 Watt PoE power.	8	Each		
iv)	24 port, Min. 365 Watt PoE power.	4	Each		
114/24	Supply, Installation and commissioning of Cat-6, UTP Machine Made Patch Cord of Specified Length, Support 10 Giga, UL listed cable, with anti snag boots, Gold Over Nickel Plated, Manufacturer/OEM Authorization, confirming to manufacturer warranty, Made of Schneider / i-Connect UK /Panduit USA/D- Link/3M, Corning ,Pollo Australian or equivalent Approved and Directed by Engineer Incharge.				
i)	1 meter Patch Cord.	170	Each		
ii)	3 Meter Patch Cord.	80	Each		
127/24	Supply, installation & connecting IP based Camera of specified resolution, 1/3" Progressive scan, fixed lens 2.8 mm AF, Max resolution 2592 x 1920				
	mm, Codec H-265, Camera with 25 fps, day night (ICR), ONVIF, IP-66, Max IR distance 30 meter, WDR Smart Analytics, i/c the cost of mounting bracket, mounting accessories/ materials. Make: - Honey Well / Bosch / Norden, Pollo Australia or equivalent, as approved as directed by the Engineer Incharge.				

(a)	2 Mega Pixel				
i)	Fixed Bullet Type.	94	Each		
121/24	Supply & Installation of NVR (Network Video Recorder) for Real Time View of specified Channels, video and Audio channels,Supported protocols: ONVIF,RTSP etc, Internal HDDs mount support:2/4/8 or higher as per site requirement,Monitor outputs,(HDMI,4K Ultra HD),VGA (Video Graphic array), Support Raid 5/6, Embeded OS, Data Encryption, Min. 1 x RJ-45 1000Mbps Ports, with PC Video Monitoring Software, Web Server, Embedded Server complete in all respect. made of AXIS Europe/NOVAS Europe/Avigilon by Motrola USA /Huawei, Pollo Australia or equivalent as approved and directed by the Engineer Incharge.				
iii)	32-Channel.	2	Each		
iv)	42-Channel.	1	Each		
1223/24	Supply, Installation and Connection of Surveillance Grade Hard Drives (HDD) of Specified Capacity for CCTV System Backup. made of Seagate / WD, Pollo Australia or equivalent, as approved and directed by Engineer Incharge.				
iv)	14TB (Tera Bite).	3	Each		
			Total Rs:-		

TEARTS, CULTURE & HUMANITIES BUILDING

ELECTRICAL WORKS

B. NON SCHEDULE ITEMS

<i>Sr. No.</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Amount</i>
1.0	<u>INDUSTRIAL SOCKET AND FLOOR BOX/TECHNOLOGY BOXES</u>				
1.01	Supply & Installation of 32A 5 pin industrial socket with matching plug.	2	Each		
1.02	Supply and Installation of adjustable 12 SWG die cast aluminum 12"x12"x4" floor boxes having base box of 16-SWG G.I. sheet make POWER CONCERN with 3 sets of 15A PVC connectors, including floor cutting as required as per drawings for following outlets and space of following outlets (excluding cost of socket/outlet).				
i)	1-Voice outlet.	1	Each		
ii)	1-Data outlet.	1	Each		
iii)	1-3 pin 13A international switch socket outlet.	1	Each		
iv)	2-3 pin 13A flat switch socket outlets.	1	Each		
1.03	Supply and Installation of adjustable 18- SWG sheet steel with electrostatic painted technology box size 20"x4"x2½" , make Power Concern including wall cutting as required as per drawing and space of following outlets (excluding cost of socket/outlet).				
i)	1-Data outlet.	1	Each		
ii)	1-Telephone outlet.	1	Each		
iii)	1-3 Pin 13 Amp international switch socket outlet.	20	Each		
iv)	2-3 Pin 13 Amp flat switch socket outlets.	48	Each		
	<i>SUB TOTAL SECTION (1.0)</i>				
2.0	<u>POWER CABLE AND CABLE CATCH PIT</u>				
2.01	Supply, Laying & Connecting up of 600/1000 volt grade single /4/3.5 core PVC insulated and PVC sheathed copper conductor cables as specified, make FAST/NEWAGE/ PAKISTAN/FR/COPPER				
	GAT Cable of following size including copper thimble and one feet long heat shrinkable colour sleeve.				

	Note:- Cables shall be purchased as per actual measurements at site.				
i)	4 core 10mm ² PVC/PVC flexible copper conductor cable.	48	Meter		
ii)	Single core 10mm ² PVC flexible copper conductor cable.	48	Meter		
2.02	Supply and Construction of following size internal size cable catch pits (CCP) including earth work 4" thick P.C.C 9" thick first class burnt brick work, in 1:5 cement sand mortar plaster inside in 1:5 cement sand, and 4" thick P.C.C slab with 12" dia C.I. manhole cover to BS 497 double rubber seal material conforming to BS 1452 grade 150 including 4" dia perforated PVC pipe of 4 meter length vertically installed after making a bore hole under manhole, complete in all respects as per details shown in drawing.				
i)	2'x3'x3'.	4	Each		
ii)	2'x2'x3'.	3	Each		
	SUB TOTAL SECTION (2.0)				
3.0	<u>LIGHTING FIXTURES AND FANS</u>				
3.01	Supply and Installation of LED/SMD light fittings. The light fitting Make of NVC/ Sunlight/Get Technology/Envirogreen or approved equivalent. All the light fixture have the efficacy of 100 lumens/Watt & have 3 yrs of standard replacment warranty. The power factor of the light fitting should >0.9 & have <15% THD. The color shifting of the LED Source should not be greater than 5 SDCM for indoor light. The driver should be Meanwell or approved equivalent and LED should be atleast 100 lumens/Watt.				
i)	Ceiling recessed 2'x2' SMD slim panel light (40Watt).	450	Each		
ii)	Ceiling recessed 12Watt SMD down lighter.	490	Each		
iii)	Ceiling recessed 8Watt SMD down lighter.	325	Each		
iv)	Ceiling recessed 25Watt SMD down lighter.	33	Each		
v)	Ceiling recessed 20Watt SMD down lighter.	80	Each		
vi)	Surface mounted 2'x2' SMD slim panel light (40Watt).	2	Each		
vii)	Surface mounted 25Watt SMD downlighter.	33	Each		
viii)	Surface mounted 20Watt SMD downlighter.	20	Each		
ix)	Surface mounted 4 feet long SMD light (36Watt).	8	Each		
x)	Surface mounted 2 feet long SMD light (9Watt).	60	Each		
xi)	Surface mounted 12Watt SMD down lighter.	55	Each		

xii)	Decorative wall bracket light with 12Watt SMD lamp.	2	Each		
xiii)	Decorative weatherproof wall bracket light IP-65 with 12Watt SMD lamp.	35	Each		
xiv)	LED strip rope light with driver.	650	Meter		
xv)	12 Nos. double arm chandelier with 24 Nos. 12Watt SMD lamp.	1	Each		
3.02	Supply and Installation of LED exit light (3Watt) (wall/ceiling surface type) with exit pictogram with 3 hour battery back-up.	12	Each		
3.03	Supply and Installation of LED emergency light (3Watt) (wall/ceiling surface type) with 3 hour battery back-up.	205	Each		
3.04	Supply and Installation of LED emergency beam light (2x12Watt) (wall mounted type) with 3 hour battery backup.	5	Each		
3.05	Supply and Installation of 18" sweep wall bracket fan copper winding make GFC/PAK/ROYAL FAN , complete in all respects, as per specification.	2	Each		
3.06	Supply and Installation of ceiling recessed fan 2'x2' make GFC/ROYAL/PAK , complete in all respects.	160	Each		
3.07	Supply & Installation of ceiling fan 56" sweep copper winding DELUXE model make ROYAL FAN/PAK FAN/GFC FAN , including hanging rod as required as per site condition, complete in all respect.	5	Each		
	<i>SUB TOTAL SECTION (3.0)</i>				
4.0	<u>VOICE STRUCTURED CABLING SYSTEM</u>				
4.01	Supply, Installation & Connection up of following sizes 16-SWG sheet steel with electrostatic painted wall recessed/mounted type, hinged door,				

	vermin & dust proof telephone junction box (TJB) make POWER CONCERN with connecting modules and marking arrangements for following Nos. of pairs of cables.				
i)	100 pairs (TJB-G).	1	Each		
ii)	30 pairs (TJB-UG).	1	Each		
iii)	30 pairs (TJB-F).	1	Each		
4.02	Supply, Laying & Connecting up of Telephone cables make PONY/NORDEN/CLIPSAL/ PAKISTAN 0.6mm solid conductor, polyethylene insulated, 2 insulated conductors twisted together and PVC sheathed laid in prelaid PVC pipe of following pairs.				
i)	50 pairs cable.	15	Meter		
ii)	30 pairs cable.	80	Meter		
	SUB TOTAL SECTION (4.0)				
5.0	<u>FIRE ALARM SYSTEM</u>				
5.01	Supply, Wiring and Connecting up of fire alarm system smoke detector/heat detector/sounder and manual call point wired with fire resistant cable 2 core 1.5mm ² fire resistant silicon rubber insulated, aluminum tape screen over copper drain wire, thermoplastic low smoke, halogen free sheath cable (class PH30/PH120) coloured red make NOROEN (UK)/2M KABLO/PRYSMIAN (UK)/RAMCRO (ITALY) from FACP to device and device to device laid in prelaid PVC pipe, complete in all respects as per drawings and specifications.	2600	Meter		
5.02	Supply and Installation of addressable 4 loop fire alarm control panel having indication, control & supervision of each detector & sounder circuit, key switch for general alarm, complete with battery and charger. make MENVIER/Honeywell/Zeta or approved equivalent, complete in all respect.	1	Each		
5.03	Supply and Installation of addressable smoke detector with base make MENVIER/Honeywell/Zeta or approved				
	equivalent complete in all respects as per specifications & drawings.	130	Each		
5.04	Supply and installation of addressable heat detector with base make MENVIER/Honeywell/Zeta or approved equivalent, complete in all respects as per specifications & drawings.	3	Each		
5.05	Supply and Installation of addressable manual call point with back box make MENVIER/Honeywell/Zeta or approved equivalent, complete in all respects as per specifications & drawings.	25	Each		

5.06	Supply and Installation of addressable sounder with flasher make MENVIER/Honeywell/Zeta or approved equivalent, complete in all respects as per specifications & drawings.	25	Each		
5.07	Testing, Commissioning and Programming for Fire Alarm System.	1	Job		
	<i>SUB TOTAL SECTION (5.0)</i>				
6.0	<u>IP CCTV SYSTEM</u>				
6.01	Supply, Installation, Testing and Commissioning of 42 inch LCD make LG/SONY/SAMSUNG including cost of all necessary accessories, complete in all respects.	3	Each		
6.02	Supply and Laying of HDMI cable with both end jacks (5 meter).	3	Job		
	<i>SUB TOTAL SECTION (6.0)</i>				
7.0	<u>LIGHTENING PROTECTION SYSTEM</u>				
7.01	Supply and Installation of lightening arrestor comprising of early emission air terminal model AT-1545 (DC+45) make APPLICATION TECHNOLOGIES (SPAIN) to be installed on & including mast comprising of 5 meter long 3.17mm thick, 75mm outer dia G.I. pipe having 16mm thick to be installed with wall including wall clamp as required, complete in all respects.	1	Each		
7.02	Supply and Installation of 1½" dia & 10 ft long 16-SWG tin plated copper pipe filled				
	with primary earth chemical to be lowered in 30 feet deep 4" dia bore hole, complete with clamps from bottom and top of pipe rod to ground surface earth connecting point the pipe & bore hole to be filled with secondary earth chemical model GEM-25A of ERICO, complete with 1x70mm2 stranded copper conductor from earth pipe to ground surface in 1½" dia PVC pipe with breather hole (length 5 feet only) with watering cap, earth access hole comprising of 12"x12" and 12" deep 16-SWG M.S. cylinder with 12-SWG M.S. cover, both hot dipped galvanized including copper test link size 4"x2"x½" installed on insulator with brass nuts bolts, as per detail shown in drawings.	2	Each		
	<i>SUB TOTAL SECTION (7.0)</i>				
8.0	<u>EARTHING SYSTEM</u>				

8.01	Supply and Installation of 1½” dia & 10 ft long 16-SWG tin plated copper pipe filled with primary earth chemical to be lowered in 30 feet deep 4" dia bore hole, complete with clamps from bottom and top of pipe rod to ground surface earth connecting point the pipe & bore hole to be filled with secondary earth chemical model GEM-25A of ERICO, complete with 1x70mm2 stranded copper conductor from earth pipe to ground surface in 1½" dia PVC pipe with breather hole (length 5 feet only) with watering cap, earth access hole comprising of 12"x12" and 12" deep 16-SWG M.S. cylinder with 12-SWG M.S. cover, both hot dipped galvanized including copper test link size 4"x2"x½" installed on insulator with brass nuts bolts, as per detail shown in drawings.				
i)	Transformer neutral.	1	Each		
ii)	Transformer body & main switch.	1	Each		
iii)	LT-SB-TB.	2	Each		
8.02	Supply and Installation of 1½” dia & 10 ft long 16-SWG tin plated copper pipe with breather holes and fill with primary earth chemical to be lowered in 30 feet deep 4" dia bore hole, complete with clamps from				
	bottom and top of pipe rod to ground surface earth connecting point the pipe & bore hole to be filled with secondary earth chemical make ERICO model GEM-25A, complete with 1x16mm2 stranded copper conductor from earth pipe to ground surface in 1½" dia PVC pipe with breather hole (length 5 feet only) with watering cap, earth access hole comprising of 12"x12" and 12" deep 16-SWG M.S. sheet with 12-SWG M.S. cover, both hot dipped galvanized and including copper earth test link size 4"x2"x½" installed on insulator with brass nuts bolts, as per detail shown in drawings.				
i)	For I.T. rack.	1	Each		
8.03	Supply, Installation and Connecting up of following size tinned copper earth connecting plate (ECP) to be installed on insulators with nuts, bolts fitted on M.S. bracket to be installed on wall, complete in all respects.				
i)	6"x4"x½" with termination arrangement of 8 Nos. 16mm2 cable (for D.C-G, UG,F).	1	Each		
	B TOTAL SECTION (7.0)				

**SPECIFICATIONS-
TECHNICAL PROVISIONS
REFER TO VOLUME 04
(STANDARDS SPECIFICATION
FOR EXECUTION OF BUILDING
WORKS)**



UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT

Procurement of Civil Works

**CONSTRUCTION OF AMPHITHEATRE AT UNIVERSITY OF
AGRICULTURE, FAISALABAD. (GREY STRUCTURE)**

**INSTRUCTIONS TO
USERS OF THIS
DOCUMENT**

INSTRUCTIONS TO USERS OF THIS DOCUMENT

(Not to be included in Bidding Documents)

This standard Form of Bidding Documents for procurement of Works-SSTE Bidding Procedure is prepared based on PEC Standard Form of Bidding Document for Procurement of (civil works)-June 11,2007, with necessary changes where required, to make the document compatible with the Punjab Procurement Regulatory Authority Act, 2009 (PPRA Act-09) and Punjab Procurement Rules, 2014 as amended upto-date (PPR-14).

As stated in Clause IB.7 of the Instructions to Bidders, the complete Bidding Documents shall comprise twelve items listed therein and any Addenda issued in accordance with Clause IB.9. The Standard Bidding Documents, in addition to Invitation for Bids, includes the following:

1. Instructions to Bidders.
2. Bid Data Sheet.
3. General Conditions of Contract, Part-I(GCC).
4. Special Conditions of Contract, Part-II (SCC).
5. Specifications - Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid including a Certificate that the bidder is not blacklisted by any Procuring Agency.
8. Sample Bill of Quantities.
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security, Mobilization Advance Guarantee and Form of Security for Secured Advance.
12. Drawings.

The Instructions to Bidders can be used as given. User may have to make changes in the text under some special circumstances. Any change should be made with care and only in the Section "Bid Data Sheet".

The General Conditions of Contract and Special Conditions of Contract may be retained as such. Any further amendment in the Special Conditions of Contract can be made by the users only as indicated in Para E hereinafter or within the Special Conditions of Contract.

Completion of the Forms and preparation of Bill of Quantities should be made as suggested hereinafter.

The user (Procuring Agency/ Administrative Department/ Employer etc) is required to prepare the following for completion of the Bidding Documents:

- (i) Special Conditions of Contract (as specified herein).
- (ii) Specifications - Special Provisions.
- (iii) Specifications - Technical Provisions.
- (iv) Bill of Quantities.
- (v) Drawings.

The user's attention is drawn to the Preface and it is once again emphasised that while preparing their part in SCC, Clause of Part I must be taken into consideration and, that the amendments made in Part II should be such as not to change the spirit of the document. However, in no case, the changes shall violate the PPRA Act, 2009 and the PPR-14 as amended upto-date.

A. Invitation for Bids

1. The "Invitation for Bids" is meant for publication in the national/ international newspapers, as well as on PPRA Website in case of Provincial Govt. procuring agencies. All the blank spaces are to be filled in by the Employer. The eligible bidders are defined in Clause IB.3 of Instructions to Bidders.
2. The notice should be published so as to give the prospective bidders sufficient time for preparation and submission of bids which shall not be less than fifteen days for national competitive bidding and thirty days for international competitive bidding depending on the size of the Works. The advertisement should preferably be sent at least 10-15 days before the date of publication to make up for the time consumed by the DGPR and to avoid violation of rule 14 of the PPR-14.

3. If the Works are not financed from loan/ credit, the first paragraph should be modified accordingly.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover reproduction and mailing costs and to ensure that only bonafide bidders will apply.
5. The amount of Bid Security should be a lump sum figure ranging from ~~2~~ 0% to 5% of the estimated cost of the Works and should be the same as given at Sub-Clause 15.1 of Instruction to Bidders.
6. The venue and time of receipt of bids and the venue and time of opening of bids are to be entered in the last paragraph of the Invitation for Bids. However, date for the receipt and opening of bids shall be same.

B. Instructions, to Bidders and Bid Data

1. If the Works are not financed from a loan/credit, Sub-Para 2.1 of Bid Data should be modified accordingly.
2. The Employer shall prepare the documents listed at Serial Nos. 4,5,6,8 and 12 of Sub-Clause 7.1 of Instructions to Bidders and incorporate the same for completion of the documents comprising the Bid.
For completion of documents at Serial No. 7 and 8, detailed instructions are given at Para C below.
3. **Referring to Sub-Para 8.1 of Bid data sheet, the period should be inserted as 07 days.**
4. In Sub-Para 11.1 of Bid data sheet, the Employer should list pertinent information considered vital which is required to be updated to confirm that the bidder continues to meet the prequalification criteria.
5. Referring to Sub-Para 14.1 of Bid data sheet, the period of bid validity may range from __ to __ days depending upon the size of the Works, as decided by the Employer.
6. Referring to Sub-Para 15.1 of Bid data sheet, the amount is to be filled in by the Employer as a lump-sum figure ranging from 0% to 5% of the estimated cost of the Works.
7. Referring to Sub-Para 19.2 (b) of Bid data sheet, the Bid Reference Number should be the same as given in Invitation for Bids and the letters of Technical Bid and Financial Bid.
8. All blank spaces in the Bid data sheet are to be filled in by the Employer to complete this document.

C. Form of Bid and Appendices to Bid

1. **Form of Bid (Letters of Technical and Financial Bids)**
Only Bid Reference No. shall be filled in by the Employer (refer Para B.7 above). All other blanks are to be left open for filling in by the Bidder.
2. **Appendix-A to Bid:**
 - (i) The minimum amount of third party insurance should be assessed by the Employer and entered at S. No. 6
 - (ii) The time (in days) for completion of the whole of the Works shall be entered by the Employer at S. No. 8.
 - (iii) The amount of Liquidated Damages per day of delay and amount of bonus if applicable shall be entered by the Employer at S. No. 9.
The amount of the Liquidated Damages for each day of delay in completion of the whole of the Works, or if applicable for any Section thereof, shall be a sum equal to 10 % of the Estimated Cost of the Works divided by one-fourth of the number of days specified as completion time.
 - (iv) The Defects Liability Period is to be entered by the Employer at S. No. 10.
This is generally taken as ____ days
 - (v) The minimum amount of Interim Payment Certificate should be determined by the Employer depending upon the size and duration of the Works and entered at S. No 13.

3. **Appendix-B to Bid:**
Where foreign currency payments are foreseen, the entire Appendix-B to Bid should be left blank for filling by the Bidder.
Where no foreign currency payments are foreseen, the Employer should stamp this Appendix-B as “Not Used” and, referring to Sub-Clauses 72.2 and 72.3 of Part I, state in Part II that all payments shall be in local currency only. Clause IB-13 should also be modified accordingly through the changes in Bid data sheet.
4. **Appendix-C to Bid:**
 - (vii) **Only contracts having duration of _____ months or more should be liable to price adjustment.**
 - (viii) User of the price adjustment provisions may add or delete any element as deemed appropriate.
 - (ix) Blank spaces for weightage of each cost element in column 3 of the table should be filled by the Employer while preparing the Bidding Documents.
 - (x) In case the price adjustable elements are not covered in the Federal Bureau of Statistics/ provincial rates regime, the Base price and the source thereof shall be mentioned by the _____ and the corresponding column of the Table should be amended accordingly.
 - (xi) This mechanism will be applicable only for price adjustment in local currency.
 - (xii) Price adjustment will be applicable to all contracts including Item Rate Contracts, Lumpsum Contracts and %age over Schedule Contracts provided such provision is a part of the Contract.
5. **Appendix-D to Bid:**

Bills for various items are given by way of example only. The Employer should prepare the Bill of Quantities appropriate to the Works. In preparation of the Bill of Quantities, Columns under (1), (2), (3) and (4) should be completed by the Employer whereas spaces under Columns (5) and (6) as well as the Totals at the bottom shall be left blank for filling in by the Bidder.

Referring to Schedule of Daywork Rates for Labour, Materials and Constructional Plant, the types of labour, materials and constructional plant under Column (2) as well as quantities under Column (4) are given by way of example only. The Employer should determine the types of labour, materials and constructional plant as well as the quantities thereof, estimated to be utilized, on Daywork basis depending upon the nature of the Works.

Percentage for overhead and profit on labour and materials and the Total amounts should be left blank for filling in by the Bidder *{Finance department templates for MRs may also be considered by the procuring agency to fix these percentage of these values}*

Daywork Summary is to be left blank for filling in by the Bidder.
6. **Appendix-E to Bid:**

If the Employer requires partial completion of the Works by Sections (for example Parts-A, B, C etc.), these should be identified and time for completion thereof are to be specified and the blank spaces may be filled in by the Employer.
7. **Appendix-F to Bid:**

The Employer may expand the requirements as stated in this Appendix-F keeping in view the requirements of the Works.
8. **Appendix-G to Bid:**

All blank spaces are to be filled in by the Bidder.
9. **Appendix-H to Bid:**

The Employer may modify the requirements as stated in the Appendix-H keeping in view the requirements of the Works.
10. **Appendices-I, J and K to Bid:**

The blank spaces are to be filled in by the Bidder.
11. **Appendix-L to Bid:**

The Employer is to provide the form of the Integrity Pact which the bidder shall sign and stamp along-with his Bid.
11. **Appendix-M & N to Bid:**

The Employer shall fill in criteria under para 2 of Appendix M as well as requirements under para 2 and at the end of para 3 of Appendix N. The other blank spaces are to be filled in by the Bidder.

D. Forms

1. Bid Security:

The Employer, before issuing the Bidding Documents, should enter the following in the blank spaces:

- (i) Penal Sum of Security, in words as well as figures, which should be the same as established at Sub-Para A.5 above.
- (ii) Bid Reference Number should be the same as per Sub-Para B.7 above.
- (iii) Standard Forms of Securities provided in this document are to be issued by a bank.

E. Part II – Special Conditions of Contract

- 1. Name and full Address of the Employer as well as that of the Engineer should be filled in by the Employer in the blank spaces provided under Sub-Para (a) (i) and (iv) of Sub-Clause 1.1.
- 2. Referring to first paragraph of Sub-Clause 2.1(b) information as applicable is provided thereunder.
- 3. Referring to Sub-Clause 5.2, the Employer may add, in the order of priority, such other documents which form part of the Contract.
- 4. Referring to Sub-Clause 14.1 of Part II, the Employer should specify the form in which the Programme is to be submitted by the Bidder, e.g., critical path network, simple bar chart or PERT etc.
- 5. In case the Employer considers that if completion by the Contractor of the whole Works, or of any section thereof, earlier than the specified completion will be of substantial benefit to him, he may keep the Sub-Clause 47.3 “Bonus for Early Completion” in Part II. The rates for each day of early completion will be kept as half of the rate(s) specified for Liquidated Damages subject to a maximum of 5% of the Contract Price stated in the Letter of Acceptance. In addition, the rate(s) and the limit for bonus as determined will be entered in Appendix-A to Bid.
- 6. Referring to Sub-Clause 59.4 of Part II, **if the Employer desires the Bidder to use the services of nominated subcontractor/s**, the Employer should make necessary provisions of Provisional Sums and provide blank spaces for filling in the percentage rate(s) and estimated amounts resulting therefrom in Appendix-D to Bid. The blank spaces for the rate(s) and the estimated amount/s shall be filled in by the Bidder.
Suitable text referring to such provisions should be added under the Sub-Clause.
- 7. Referring to Sub-Clause 60.12 of SCC, the Employer should indicate as to which of the three alternatives is adopted, by deleting the other two alternatives.

If Alternative One is adopted, schedule of recovery of the Mobilization Advance should be given there under.

If Alternative Two is adopted, an item in the Bill of Quantities as per example on page BD-7, should be used.

If Alternative Three is adopted, list of materials, estimated quantities to be supplied and the rates thereof to be charged to the Contractor should be given there under.

- 8. Referring to Sub-Clause 67.3 of Part II, the Employer should state the venue of Arbitration which should be located within Pakistan.
- 9. Addresses of the Employer and the Engineer are to be entered by the Employer to completely fill in the blanks in Sub-Clause 68.2.

F. Specifications-Special Provisions

To be prepared and incorporated by the Employer. Inclusion of the Conditions of Contract in Special Provisions should be avoided.

G. Specifications-Technical Provisions

To be prepared and incorporated by the Employer.

Precise and clear Specifications are prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of both national and international competitive bidding, the Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of materials, Plant, other supplies, and workmanship to be provided. Only if this is done will the objectives of economy, efficiency, and equality in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The Specifications should require that all materials, Plant, and other supplies to be incorporated in the Works are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. A clause setting out the scope of the Works is often included at the beginning of the Specifications, and it is customary to give a list of the Drawings. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

Specification shall be generic and shall not include references to brand names, model numbers, catalogue numbers or similar classifications. However, if the Employer is convinced that the use of or a reference to a brand name or catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words “or equivalent”.

Care must be taken in drafting Specifications to ensure that they are not restrictive or discriminatory. In the specification of standards for materials, Plant, other supplies, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all site conditions including seismic conditions, weather conditions and environmental impact. Where other particular standards are used, whether national/ provincial standards or other standards, the Specifications should state that materials, Plant, other supplies, and workmanship meeting other authoritative standards, and which ensure equal performance, as the standards mentioned, will also be acceptable.

H. Drawings

To be prepared and incorporated by the Employer.

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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

TENDER NOTICE NO.13-2023

Sealed tenders, based on ITEM RATE are hereby invited for the work mentioned below from the contractors/firms registered with Pakistan Engineering Council in relevant Category for the current financial year.

Date of Receiving and Opening: 10-11-2023			Receiving Time 11:00AM		
			Opening Time 11:30AM		
Sr #	Name of work	Estimated Cost (Rs. in Million)	Bid Security @ of 2% of Estimated Cost (Rs.)	Tender Fee (Rs.)	Time Limit
1	Construction of Arts, Culture & Humanities Building at University of Agriculture, Faisalabad.	494.387	9,887,740/-	3,500/-	10- Months
2	Construction of Amphitheatre at University of Agriculture, Faisalabad. (Grey Structure)	261.379	5,227,580/-	2,500/-	06- Months

Terms & Conditions.

4. It is an Open Competitive Bidding of Single Stage Two Envelope procedure as per PPRA Rule-2014.
5. The bid shall be a single package consisting of two separate envelopes, containing separately Technical and Financial Proposals. The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"
6. The Firms intend to participate in bidding must provide following Documents accompanied with Technical Proposal.
 - j- Registration Certificate with Federal Board of Revenue.
 - k- Registration Certificate with Punjab Revenue Authority.
 - l- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 - m- Registration Certificate with Pakistan Engineering Council in relevant Category.
 - n- Status of Firm (Sole Proprietorship, Partnership, Company etc)
 - o- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 - p- Bank Statement providing necessary information about Firm's Bank Account.
 - q- List and brief detail of Completed and In-Hand Projects of similar nature.
 - r- List of Name and Designation of Owner/Directors of Firm.
- 8- Any shortage of above documents will lead to In-Eligibility and the bidder will be declared as Non-Responsive.
- 9- Tender documents can be obtained on payment of prescribed tender fee into the account No, 11-9 /NBP (NDIA), Agri, University Branch through E-Challan issued by the office of Treasure, UAF from the office of the Executive Engineer (ECD-P) UAF or free download from the UAF website http://uaf.edu.pk/directorates/dpiv/dpiv_tenders.html and PPRA website.
- 10- The bid must be dropped in the Tender Box available in the Project Director, (ECD-P) room and not to be handed over to any person of the department ECD-P if the bid is sent by in person and through post, the same instructions be passed on the courier.
- 11- The UAF will not be responsible for any cost any expense incurred by the bidder in connection with the preparation or deliver of bids. In case of official holiday on the day of submission, the next day will be treated as closing date.
- 12- Conditional tender or tender without bid security @ 2% of tender estimated cost in shape of CDR issued by bank in favor of Executive Engineer (ECD-P), UAF will not be entertained.

Sd
(Engr. Abdul Mannan)
Executive Engineer (ECD-P)
041-9200161-70
Emile: ecdp@uaf.edu.pk

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bid data sheet will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bid data sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works and remedying any defects therein as described in these Bidding Documents, and summarized in the Bid data sheet hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.2 This Invitation for Bids is open to all bidders meeting the following requirements:
 1. Category C-3 or above as Constructor in Pakistan Engineering Council (PEC).
 2. Annual Turn over of Rs 200 Million above.
 3. Experienced in construction of multi-story buildings in Educational Institutes (frame structure buildings) Minimum 04- Nos. projects of similar nature and complexity.
 4. Not black listed by any Govt or Private agency.
 5. Have sufficient Tool and plant for the construction of this magnitude of work.
 6. Registered on active tax payer list of Income tax (FBR) and Punjab Sale tax (PRA)

[Detailed Eligibility Criteria for Works Contracts may be specified by the procuring agency as per its requirements]

- a- Registration Certificate with Federal Board of Revenue.
- b- Registration Certificate with Punjab Revenue Authority.
- c- Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- d- Registration Certificate with Pakistan Engineering Council in relevant Category.
- e- Status of Firm (Sole Proprietorship, Partnership, Company etc)
- f- Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- g- Bank Statement providing necessary information about Firm’s Bank Account.
- h- List and brief detail of Completed and In-Hand Projects of similar nature.
- i- List of Name and Designation of Owner/Directors of Firm.
- k. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

- vi. are associated or have been associated, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design and other documents to be used.
- vii. have controlling shareholders in common; or
- viii. receive or have received any direct or indirect subsidy from any of them; or
- ix. have the same legal representative for purposes of this Bid; or
- x. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process;

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.
- 1. Instructions to Bidders.
 - 2. Bid data sheet.
 - 3. General Conditions of Contract, Part-I(GCC).
 - 4. Special Conditions of Contract, Part-II(SCC).
 - 5. Specifications – Special Provisions.
 - 6. Specifications – Technical Provisions.
 - 7. Form of Bid & Appendices to Bid, including a Certificate that the bidder is not blacklisted by any Procuring Agency.
 - 8. Bill of Quantities (Appendix-D to Bid).
 - 9. Form of Bid Security.
 - 10. Form of Contract Agreement.
 - 11. **Forms of Performance Security, Mobilization Advance, Bank Guarantee and Secured Advance.**
 - 12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause

IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

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IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives **prior** to the deadline for submission of bids. The exact number of days will be mentioned in the Bid Data Sheet keeping in view the time given for submission of bids.
- Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time at least three days prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents, **at least three (03) days prior to the closing date of submission of the bid.** Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bid data sheet and Special Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.3 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, containing the documents listed in Bid data sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bid data sheet 11.1 A & B.
- 11.4 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein; **and, the concerned partner should have the requisite qualification/ experience to successfully execute the assigned task.** Bids submitted by a joint venture of two (2) or more firms shall also comply with the following requirements:
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
 - (b) One of the joint venture partners shall be nominated as being in charge/ lead partner; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) The partner-in-charge/ lead partner shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms

- and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms; and, a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, **qualification/ experience required to successfully execute the individually assigned tasks** and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
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- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date **of opening of the bids** shall be included in the rates and prices and the total Bid Price submitted by a bidder.
Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. However, **subject to GCC clause 71.1**, payments in foreign currency are not permissible.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date **of opening of the bids**. For the purpose of payments, the exchange rates used in bid preparation **shall apply for the duration of the Contract**. Rule 32(2) of PPR-14 shall be applicable for rate of exchange of foreign currencies.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bid data sheet after the Date of Bid Opening specified in Clause IB.23.

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- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period or 180 days whichever is more. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects. Rule 28 of PPR-14 shall be applicable for Bid Validity period.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bid data sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 30 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after expiry of grievance period or disposal of complaint if any, complying with the relevant provisions of PPR-14.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security;
 - (ii) Sign the Contract Agreement, or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

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IB.16 Alternate Proposals by Bidder

- 16.1 No alternate proposals are allowed in single stage two envelope method.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bid data sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.2 Bidders are particularly directed that the amount entered on the Letter of Financial Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.

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- 18.3 No alteration is to be made in the Financial Bids and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Financial Bid comprising the Bid as described in Bid data sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - FINANCIAL BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bid data sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Financial Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (e) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the Financial Bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.
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- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bid data sheet;
 - (b) Bear the name and identification number of the contract as defined in the Bid data sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bid data sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bid data sheet.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (f) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (g) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer

and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

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- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE

IB. 23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bid data sheet in the presence of Bidders' designated representatives and anyone who choose to attend. The Financial Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Financial Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Financial Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding

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Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 23.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Financial Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (e) the name of the Bidder;
 - (f) whether there is a modification or substitution;
 - (g) the presence of a Bid Security, if required; and
 - (h) Any other details as the Employer may consider appropriate.

No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with IB 21.1. Only Technical Bids read out and recorded at bid opening, shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- c) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Financial Bids.

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The date, time, and location of the opening of Financial Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Financial Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Financial Bids unopened as per rule 38(2)(a)(vii) of PPR-14.
- 23.10 The Employer shall conduct the opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Financial Bids shall be opened one at a time and the following read out and recorded:
- (e) The name of the Bidder;
 - (f) Whether there is a modification or substitution;
 - (g) The Bid Prices, including any discounts; and
 - (h) Any other details as the Employer may consider appropriate.

Only Financial Bids and discounts, read out and recorded during the opening of Financial Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Financial Bids.

- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of final bid evaluation report which shall be done at least 10 days prior to the award of Contract. The announcement to all Bidders will

include table(s) comprising read out prices, discounted prices, price adjustments made (if applicable), final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than ten 10 days after the announcement of Technical and Financial Bids. No bidder will be allowed to file grievance petition w.r.t. Technical Evaluation after announcement/ uploading of Financial Evaluation Report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

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IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected. Rule 33 of PPR-14 shall be applicable for clarifications.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35; and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation (vi) meets the qualification criteria as specified in Appendix-M & N. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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- 27.2 The amount stated in the Letter of Financial Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with IB.15.6 (b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.

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- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided that such qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that bid evaluation report.

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

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid by giving reasons, and to annul the bidding process and reject all bids, at any time prior to the acceptance of any bid or proposal, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted. However, the lowest evaluated bidder may further reduce the Bid Price voluntarily without compromising the quality/ quantity.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities. No bid security can be returned without exhausting the grievance period or without finally disposing off the complaint of the non-responsive bidder. However, bid security may be returned earlier if any bidder submits affidavit that he is satisfied with the proceedings and hence his bid security may be returned.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bid data sheet and the Conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance. On submission of Performance Security, the bid security of the successful bidder may be returned.

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- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. Rule 56 of PPR-14 shall be applicable for performance Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB. 34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the concerned forum(s). Upon such reference, the concerned forum(s) in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all procurement contracts exceeding Rupees ten Million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents. Submission of Bids shall be construed as evidence that the bidder has admitted all provisions of the Instruction to the Bidders.

IB.37 PPRA Act, 2009 and PPR-14 will have over-riding effect

PPRA Act, 2009 and PPR-14 as amended upto date will supersede and will have an over-riding effect in case in case of any contradiction with these Instructions, the Contract or any other part of the Bidding Documents.

BID DATA SHEET

BID DATA SHEET**1.2 Name and address of the Employer:***University of Agriculture, Faisalabad***1.1 Name of the Project & Summary of the Works:****Construction of Amphitheatre at University of Agriculture, Faisalabad. (Grey Structure)**

Estimated cost: - Rs. 261.379 Million

Time Duration: - 06-Months

8.1 Time limit for clarification:

07 days prior to the date of submission of bids.

10.1 Bid language:

The bid language is English

Joint venture(JV)**Joint venture is not eligible to apply for tenders.**

The bid shall be a single package consisting of two separate envelopes, containing separately Technical and Financial Proposals. The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”

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

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- (d) Pending litigation information
- (e) Certificate that the bidder is not blacklisted by any Procuring Agency
- (f) Special Stipulations (as filled by the Employer) (appendix –A)
- (g) Proposed Construction Schedule (appendix –E)
- (h) Method of Performing the Work (appendix –F)
- (i) Availability of Critical Equipment (appendix –G)
- (j) Construction Camp and Housing Facilities (appendix –H)
- (k) List of Sub-contractors (as required) (appendix –I)
- (l) Organization Chart for Supervisory Staff (appendix –K)
- (m) Integrity Pact (appendix –L)
- (n) Financial Competence and Access to financial Resources (appendix –M)
- (o) Past Performance, Current Commitment, Qualification and Experience (appendix –N)

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

- (a) Letter of Financial Bid
 - (b) Foreign Currency Requirements (appendix –B)
- (If required and only in case of International Bidding)

- | | |
|---|---------------|
| (c) Price Adjustment under Clause 70 | (appendix –C) |
| (d) Bill of Quantities (Refer to volume 03) | (appendix –D) |
| (e) Estimated Progress Payments | (appendix –J) |

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413.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require.

14.1 Period of Bid Validity:

90 days

15.1 Amount of Bid Security:

Rs 5,227,580/-

Conditional tender or tender without bid security @ 2% of tender estimated cost in shape of CDR issued by bank in favor of Executive Engineer (ECD-P), UAF will not be entertained.

17.1 Venue, time, and date of the pre-Bid meeting:

Not Applicable

18.4 Number of copies of the Bid to be completed and returned:

One Original Technical proposal and one Original of Financial Proposal

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

Executive Engineer, Engineering Construction Department (Projects), University of Agriculture, Faisalabad

19.2(b) Name and Number of the Contract:

20.1(a) Deadline for submission of bids:

November 10, 2023 at 11:00 am

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23.2 Venue, time, and date of Bid opening:

**The Technical bids will be opened in the office of Project Director, Engineering Construction Department (Projects) at University of Agriculture, Faisalabad
November 10, 2023 at 11:30 am**

32.1 Standard form and amount of Performance Security acceptable to the Employer:

The performance guarantee shall be submitted as per PPRA Rules 56

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

32.2 Performance Security

The lowest evaluated bidder will be required to furnish the Performance Guarantee/Quality Assurance Security (where ever required) before entering into a contract. Should the evaluated bidder refuse or failed for any reason to furnish the performance guarantee/ quality Assurance Security, it should constitute a just cause for rejection of his tender / annulment of award and in event of such rejection/ annulment, the entire earnest money shall be forfeited to Government, as compensation for such default.

32.3 In case the total tendered amount is less than 5% of the approved Estimated (DNIT) amount, the lowest bidder will have to deposit Quality Assurance Security from the Scheduled Bank equal to the amount of difference between approved DNIT amount and the quoted bid amount as given below, within 15 days of issuance of the notice or within expiry period of bid, whichever is earlier

TOTAL TENDERED AMOUNTBELOW CORRESPONDING ESTIMATED COST.	ADDITIONAL PERFORMANCE SECURITY.
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
& So on	& So on

At the time, the Engineer-in-charge informs the lowest bidder in writing, bidder will provide performance guarantee/ Quality assurance Security (wherever required) within 15 days from the receipt of letter, failing which his bid will be rejected and bid security will be forfeited.

Promptly after the opening of Tenders, the Engineer-in-charge will undertake a detailed evaluation of tenders. The Engineer-in-charge will determine whether each tender is substantially responsive to the requirements of the tender documents and conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. If a tender is not substantially responsive to the requirements of the tender documents, it will be rejected by the engineer-in-charge and may not subsequently be made responsive by the tenderer having corrected or withdrawn the non-confirming deviation or reservation.

TECHNICAL EVALUATION CRITERIA

Eligible Bidders

This Invitation for Bids is open to all bidders meeting the following requirements:

- (a) Category C-3 or above as Constructor in Pakistan Engineering Council (PEC).
- (b) Annual Turn over of Rs 200 Million above.
- (c) Experienced in construction of multi-story buildings in Educational Institutes (frame structure buildings). Minimum 04- Nos. projects of similar nature and complexity.
- (d) Not black listed by any Govt or Private agency.
- (e) Have sufficient Tool and plant for the construction of this magnitude of work.
- (f) Registration Certificate with Federal Board of Revenue.
- (g) Registration Certificate with Punjab Revenue Authority.
- (h) Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
- (i) Registration Certificate with Pakistan Engineering Council in relevant Category.
- (j) Status of Firm (Sole Proprietorship, Partnership, Company etc)
- (k) Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
- (l) Bank Statement providing necessary information about Firm's Bank Account.
- (m) List and brief detail of Completed and In-Hand Projects of similar nature.
- (n) List of Name and Designation of Owner/Directors of Firm.
- (o) List of Completed and In-Hand projects of similar nature executed in Educational Institutes with brief detail.
- (p) Proposed Construction Schedule (appendix –E)
- (q) Method of Performing the Work (appendix –F)

A firm /Bidder, JV partner or Subcontractor) shall not be eligible to participate in this bidding process while under temporary suspension or debarment/ blacklisting by the Employer, any Government/Semi Government/Public Department in Pakistan (whether notified or not by PPRA on its website) or in the Bidder's home country.” (An affidavit to this effect on non-judicial stamp paper of Rs. 100 value is required to be attached in the technical proposal)

**Letters of Technical Bid/ Financial Bid,
And
Appendices to Bid**

LTB-1

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

(f) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB). Complete bidding document is binding upon us and we fully understand that the PPRA Act, 2009 and the PPR-14 as amended upto date supercedes this bidding document, in case of any contradiction, and the same are also binding upon us;

(g) We offer to execute and complete in conformity with the Bidding Documents the following Works:.....

Our Bid consisting of the Technical Bid and the Financial Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(h) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bid data sheet, which is valid (at least) 30 days beyond validity of Bid itself.

(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.

LTB-2

(j) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Financial Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (j) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (k) The total price of our Bid, excluding any discounts offered in item (c) below is:_____
- (l) The discounts offered and the methodology for their application are:_____
- (m) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (n) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;

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- (o) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (p) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (q) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.
- (r) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

SPECIAL STIPULATIONS

Clause

Conditions of Contract

1.	Engineer's Authority to issue Variation in emergency <i>{if applicable}</i>	2.1	Up-to 20% of the Accepted Contract Amount for each variation and up-to 15% of the accepted Contract amount of the complete contract for all variations.
2.	Variation <i>{if applicable}</i>	2.1(b) (viii)(b)	No approval is required by the engineer if the amount needed is up to or less than _____
3.	Law applicable	5.1(b)	The relevant laws applied in the Province of Punjab
4.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
5.	Time for Furnishing Programme	14.1	Within 30 days from the date of receipt of Letter of Acceptance.
6.	Minimum amount of Third Party Insurance	23.2	Rs. 100,000/- per occurrence with number of occurrences unlimited.
7.	Time for Commencement	41.1	Within 15 days from the date of receipt of Engineer's Notice to Commence which shall be issued within 7 (Seven) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	500 days from the date of receipt of Engineer's Notice to Commence.
9.	a) Amount of Liquidated Damages	47.1	Rs. 15,000/- for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus <i>{if applicable}</i>	47.3	Rs. (NIL) for each day the Works are completed before the specified completion date of the Works subject to a maximum of _____% of Contract Price.
10.	Defects Liability Period	49.1	365 Days from the effective date of Taking Over Certificate.
11.	<u>Percentage of Retention Money</u> <i>{if applicable}</i>	<u>60.2</u>	<u>10% of the amount of Interim Payment Certificate upto a max of 5% of contract price</u>
12.	Limit of Retention Money <i>{if applicable}</i>	60.2	5 % of Contract Price stated in the Letter of Acceptance.
13.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	05 Percentage of Contract Price depending on completion period of the Works.
14.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days in case of local currency

15.	Mobilization Advance * (Interest Free) <i>{if applicable}</i>	60.12	<p>_____ % of Contract Price as stated in the Letter of Acceptance in two parts:</p> <p>i) First Part: _____% before the commencement of works: and</p> <p>ii) Second Part: _____% within _____ days from the date of payment of the First Part, subject to the deployment of adequate staff/equipment, plants, the establishment of the Contractor's colony, and submission of Insurance Policies to the satisfaction of the Engineer or interest on delay payments.</p>
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***Delete it if Alternative one is not adopted.**

FOREIGN CURRENCY REQUIREMENTS
(If required and only in case of International Bidding)

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
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PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

The source of indices and the weightages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion		
(ii)	Local Labour (Skilled & Unskilled) With unskilled as representative items.		Rates issued by Finance Department, Government of Punjab
(iii)	Cement – in bags. Portland cement shall be considered representative items for all types of cement.		“ “ “
(iv)	Reinforcing Steel. ½ “diameter round bar is the representative item for all types of steel to be used in this project.		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		.
(vii)	Bitumen		“ “ “
(viii)			“ “ “
	Total	1.000	“ “ “

Notes:

- 1) Indices for “(ii)” to “(vii)” are taken from Rates issued by Finance Department, Government of Punjab. The base cost indices or prices shall be those applying on the date for submission of bids. Current indices or prices shall be those applying 30 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3) Fixed portion shown here is for typical road project, Employer to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

(Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)

BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
8. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:
(by way of example)

Bill No. 1	-	Earthworks
Bill No. 2	-	Brick works
Bill No. 3	-	Concrete works
Bill No. 4	-	Plaster, Fair face and finishing works
Bill No. 5	-	Miscellaneous Items

Daywork Schedule
Summary Bill of Quantities
2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount
				Rupees figures	in Rupees in words	Rupees
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
101						
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 2 Brick work

<i>Item</i>	Description	Unit	Quantity	Rate		Amount
				Rupees figures	in Rupees in words	Rupees
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
201						
202						
203						
204						
205						
206						
Total for Bill No. 2 (Carried forward to Summary Page)						

BILL OF QUANTITIES

Bill No. 3 Concrete Works

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
301						
302						
303						
304						
305						
306						
Total for Bill No. 3 (Carried forward to Summary Page)						

Bill No. 4 Plaster, Fair face and finishing works

(43)

BILL OF QUANTITIES

Bill No. 5 Miscellaneous Items

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
	Refer to Volume – 3 Bill of Quantities					
501						
502						
503						
504						
505						
506						
Total for Bill No. 5						
Carried forward to Summary Page)						

BILL OF QUANTITIES

C. Day work Schedule

General

1. Reference is made to Sub-Clause 52.4 of the General Conditions of Contract Part-I. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for Day work items in the Schedules, which rates shall apply to any quantity of Day work ordered by the Engineer. Nominal quantities have been indicated against each item of Day work, and the extended total for Day work shall be carried forward to the Bid Price.

Day work Labour

2. In calculating payments due to the Contractor for the execution of Day work, the actual time of classes of labour directly doing the Day work ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Day work, calculated at the basic rates entered by him in the Schedule of Day work Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figures	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule _____</p> <p>Total for Day work: Labour : _____</p> <p>(Carried forward to Day work Summary)</p>					

Day work Material

4. The Contractor shall be entitled to payment in respect of materials used for Day work (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Day work Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Day work from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

SCHEDULE OF DAYWORK RATES**II. Materials**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200			
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete as specified in Clause_____	Cu.M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10			
D223	<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule _____</p> <p>Total for Daywork: Materials _____ (Carried forward to Daywork Summary)</p>					

Day work Constructional Plant

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

SCHEDULE OF DAYWORK RATES**III. Constructional Plant**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator ,face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu. M	Hr Hr Hr	500 400 100			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr Hr Hr	500 400 200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr Hr	400 200			
D304	-----etc-----					
	Total for Day work: Constructional Plant _____ (Carried forward to Day work Summary)					

DAYWORK**Summary (Day work)**

		Amount (Rs.)
(I)	Total for Day work: Labour	_____
(II)	Total for Day work : Materials	_____
(III)	Total for Day work: Constructional Plant	_____
Total for Day work		_____
(Carried forward to Summary Page of Bill of Quantities)		

BILL OF QUANTITIES**SUMMARY**

		Amount (Rs.)
Bill No. 1:	Earthworks	_____
Bill No. 2:	Culverts and Bridges	_____
Bill No. 3:	Subsurface Drains	_____
Bill No. 4:	Tube wells and Pump Houses	_____
Bill No. 5:	Miscellaneous Items	_____
Sub-Total of Bills		_____
Day work		_____
Bid Price		_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid. The Bidder shall provide as Appendix-E to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days (If applicable)
c) Part-B	_____ days (If applicable)
d) _____	_____ days
e) _____	_____ days

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

Equipment:

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	PLANT/EQUIPMENT				
	Equipment Type and Characteristics	Total Nos. available	Under Utilization on other projects, if applicable	Nos. waiting to be shifted to new project(s)	Min. Number Required for this Project
1					
2					
3					
4					
5					
6					

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in accordance with Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Contractor shall be responsible for pumps, electrical power, water and electrical distribution systems, and sewerage system including all fittings, pipes and other items necessary for servicing the Contractor's construction camp.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
6. Detail of testing Lab with testing equipment etc.

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (Rs in Millions)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
.....	
.....	
.....	
.....	
.....	
Bid Price	

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

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Supplier] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb 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 GoPb.

Name of Employer:

Signature:

[Seal]

Name of Contractor:

Signature:

[Seal]

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

3. **SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES:**

“The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his bid. As a minimum, the Bidder must show that his resources, in terms of at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

$[5 \times \text{working capital} + \text{Project/General } \{to \text{ be decided by the procuring agency} \} \text{ specific lines of credit} - 40\% \text{ of current contract commitments}] \geq \text{Estimated Price of the works/PC-1.}$
{above said formula is just for an example, however, the procuring agency may make changes in above said formula judiciously keeping in view the requirement of any specific project}

Working capital is the difference between current assets and current liabilities and measures the firm’s ability to generate cash in the short term.”

**Any line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.*

4. **AVERAGE ANNUAL CONSTRUCTION TURNOVER**

Criteria	Bidders’ to list their certified yearly turnover for last 5 years (Authenticated audited financial statements may be required)
Minimum average annual construction turnover of Pak Rupees 200 Million. Calculated as total certified payments received for contracts in progress or completed, within the last 05 years.	

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for financial competence and access to financial resource of the lead partner/JV members.

PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Experienced in construction of multi-story frame structure buildings in Educational Institutes. Minimum 04- Nos. projects of similar nature and complexity.		

Note:- If JV is allowed then this Appendix has to be modified accordingly listing all the information for past performance, current commitments, qualification and experience of the lead partner/JV members.

3) Personnel

No.	Position	Total No in the Firm	Minimum requirement for the Project*	Total Work Experience [years]	Nos. already posted on other projects	Nos. being allocated for this project	Professional credits points*
1							
2							
3							
4							
5							

- The Bidder must demonstrate that it has the personnel for the **key positions** that meet the following requirements:
- 01 page CV need to be added for each key staff

5) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr No.	Name of ongoing project(s)	Name of Employer	Date of		Progress		Remarks regarding delays if applicable	Satisfactory performance certificate from employer (Minimum requirement)
			Start	Completion	%Age as planned	%Age at actual		
1.								
2.								
3.								
4.								
5.								
6.								

Number of projects that a bidder can undertake to construct as per PEC works by laws is aggregate Professional Credit Points (PCPs) authorized for a category of licensee divided by the PCP of construction and capital cost of single project under consideration.

For example C-3 category contractor should have a minimum of 15 PCPs as per table 'A' below from the Bye Laws/S.R.O. 568(I)/87 at all times and the PCP of individual project (costing say 100 Million rupees) is 5 calculated on the basis of 1 PCP for every 20 Million project cost. It means the contractor can have ongoing projects up to 3 ($15 \div 5$) number of this size.

Table A:-

Contractor's Category	Limit of Construction Cost of Project (Million rupees)	Average annual value of work for last 3 years (Million rupees)	Largest project value during last 5 years (Million rupees)	Paid up capital or net/capital worth (Million rupees)	Minimum requirement of professional credit points (PCP credit)
C-3	Up to 100	10	20	5	15

The evaluation of the personnel shall be carried out as per PEC Engineering Bye Laws 1987 and review his qualification accordingly. PCP/ minimum requirement of staff required for the contractor's works in hand should be in accordance with the provisions of PEC's works byelaws. For example, subject to the other conditional points and limits, a single registered Engineer is given 1 PCP for each year of experience in the construction and operation of engineering works (subject to a minimum of 10 PCPs and maximum of 30 PCPs). The contractor setup has to meet the minimum PCP requirements all time during the currency of the contract for engineering staff to be deployed/ already deployed.

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND
AND
INDEMNITY BOND FOR SECURED ADVANCE**

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 30 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Employer") of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

3. 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.
4. The following documents after incorporating addenda / Clarification as agreed or otherwise, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Contract, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid (Technical & Financial);
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Special Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The Drawings;
 - (h) The priced Bill of Quantities (Appendix-D to Bid);
 - (i) The completed Appendices to Bid (B, C, E to O);
 - (j) The Specifications.
 - (k) _____ (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE
(Unconditional Bank Guarantee)

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan acceptable to the Employer)
(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, of which the Employer shall be the sole and final judge, on the part of the Contractor, shall be given by the Employer to the Guarantor, and on such first written demand, payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall 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 Rupees _____ (Rs _____).

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

- 1. Signature _____
- 2. Name _____
- 3. Title _____

WITNESS

- 1. _____
Corporate Secretary (Seal)
- 2. _____
(Name Title & Address)

Corporate Guarantor(Seal)

**INDEMNITY BOND
FOR SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE**

(ON RS.40 NON-JUDICIAL STAMP PAPER)

This Deed of Indemnity is issued by M/s. _____
_____ (Name of the Contractor) in favour of
M/s. _____ (Name of the Employer).

Whereas _____ (hereinafter called the Employer) has paid the Secured Advance against the cost of material through any Bank or like agency by any other method by virtue of the terms of the contract existing between the parties. The details of the material and their price for which secured advance is being sought for the period _____ till consumption of the material is as under:-

- | | | | |
|----------|--------------|-----------|-------------|
| 1. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 2. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 3. _____ | at Rs. _____ | per _____ | = Rs. _____ |
| 4. _____ | at Rs. _____ | per _____ | = Rs. _____ |

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

I/We _____ of M/s. _____ do hereby indemnify M/s _____ for all losses due to thefts, arson, pilferage, loss due to flood and inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market of any or all the materials financed or paid by the Employer on our request for financing payment against material.

I/We _____ shall indemnify _____ against any or all claims, action damages arising out of or resulting to the said material.

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilferage any of the materials against which M/s _____ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company, Individual or the like agency or create any change whereon in any from what so ever.

I/We _____ do hereby also declare that in the event of my/our infringement of the declaration made above _____ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise available under law.

Place _____ Dated _____

Contractor _____

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

- (a) Part I - General Conditions of Contract**
- (b) Part II - Special Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. Assistance has been obtained for the one used in these Standard Bidding Documents from the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), making the same compatible with the PPRA, Act, 2009 and the PPR-14.

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

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

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

CONDITIONS OF CONTRACT

REVISED CONTRACT FORMFOR

EXECUTION OF WORK

UPDATED ON 16.11.2022

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Stereo I.B No.386
Stereo I.B No.389
Stereo B&R No.28
Stereo B&R No.29

(Revised)
(Revised)
(Revised)
(Revised)

Agreement No. _____

GOVERNMENT OF THE PUNJAB

UNIVERSITY OF AGRICULTURE, FAISALABAD

PERCENTAGE / ITEM RATE TENDER AND CONTRACT FOR WORKS

7. Name of work _____

8. Estimated cost _____ Rs. _____
(both in figures and Words)
9. Time for completion _____
10. Amount of earnest money Rs. _____ (in
figures) Rupees _____ (in words)
11. Issued to _____
(Name of the contractor)
12. On payment of Rs. _____
(Both in words and figures)

Signature _____
(Official issuing the form)

Dated _____

Office stamp _____

Note: - The officer opening the tender shall reject the tender which does not bear the stamp and signature of the issuing official and which is not submitted by the same contractor to whom the tender form was issued.

(This page is to be filled in by the issuing official)

BID SCHEDULE

3. Schedule of Items

NAME OF WORK _____

Sr.No.	Item in Schedule of Rates		Description of Item	Estimated Quantity	Unit of Rate	Schedule Rate		Amount (Rs.)
	Page No.	Serial No.				Labour	Composite	
1	2	3	4	5	6	7	8	9

Refer to Volume – 3 Bill of Quantities

BID SCHEDULE (Contd.)

4. Item Rate

NAME OF WORK

Sr.No.	Pay item No. or referenceto special specification supplied	Description of Item	Estimated Quantity	Unit of Rate	Unit Rate (To be filled in by the contractor where not already filled by the Executive Engineer		Amount (To be filled in by the contractor when not already filled in by the Executive Engineer for items against which the unit rate have already been filled in by him.)
					In figures	In words	
1	2	3	4	5	6	7	8

Refer to Volume – 3 Bill of Quantities

Total cost of other /Item Rates

Rs.

BID SCHEDULE (Contd.)

NAME OF WORK _____

Total tendered amount of the
work (To be filled in by the
Tenderer)

Rs. _____

. Total cost of /item rates.

Rs. _____

Grand Total

Rs. _____

Rs. _____

(in words)

Rupees _____

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATIONS

Clause 1

In the contract (as herein after defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:-

- 1) “*Agent*” means the person appointed by the contractor to act on his behalf in his absence;
- 2) “*Certificate of completion*” means the certificate of completion given by the Engineer-in-charge pursuant to clause 40 of these conditions;
- 3) “*Contract*” means the contract agreement, the documents set out therein and includes the conditions of contract, the tender and acceptance thereof, the specifications, the drawings, the bid schedule, schedule of rates and the prices;
- 4) “*Contractor*” means the person or persons, firm or company whose tender has been accepted by the Engineer-in-charge, and shall include the contractor’s duly authorized representative, successors and assigns;
- 5) “*Contract price*” means the sum named in the tender, subject to such addition thereto or deductions there from as may be made under the provisions of the contract;
- 6) “*Constructional Plant*” means all appliances, or things required in or about the execution, completion, or maintenance of the works or temporary works, but does not include the materials or other things intended to form or forming part of permanent or temporary works;
- 7) “*Drawings*” means the drawing(s) referred to in the contract documents and any modifications of such drawing(s) as may from time to time be furnished or approved in writing by the Engineer-in-charge;
- 8) “*Engineer-in-charge*” means the Executive Engineer or any other officer who for the time being and from time to time is in charge of the works and includes an officer appointed by the Government to act as Engineer-in-charge for the purposes of the contract;
- 9) “*Government*” means the Government of the Punjab;
- 9-a) “*Item Rates*” mean the rates determined on the basis of the market rates system introduced by the Government in replacement of the Composite Schedule of Rates 1998 through Finance Department Notification No.RO (Tech) F.D.2-3/2004 dated 02.08.2004 (Annexure A).
- 10) “*Period of maintenance*” means the period during which the contractor is obliged to guarantee the work or defined portions of work against defect and during which

he is obliged to perform any maintenance procedure that may be specified by the Engineer-in-charge and shall be calculated from the date of the certificate of completion given by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause from the respective dates so certified;

- 11) "*Maintenance*" means the repairs, amendment, reconstruction and includes the rectification of defects imperfections, shrinkages and other faults except fair wear and tear as may be required of the contractor in writing by the Engineer-in-charge during the period of maintenance;
- 12) "*Programme of work*" means the Programme of work submitted by the contractor and approved by the Engineer-in-charge and includes and amendment thereto made from time to time and approved by the Engineer-in-charge;
- 13) "*Site*" means the lands and other places on, at, over, under; in or through which the works are to be executed or carried out in pursuance of the contract or any adjacent land, or part or street, which may be allotted or used for the purpose of carrying out the contract or any lands or places provided by the Engineer-in-charge for the purpose of the contract together with such other places as may be specifically designated in or pursuant to the contract as forming part of the site;
- 14) "*Specifications*" means the specification referred to in the tender and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge
- 15) "*Temporary works*" means all temporary works of every kind required in or about the construction, completion or maintenance of the works;
- 16) "*Works*" means the works to be executed in accordance with the contract and includes any permanent works as required for the performance of the contract.

Clause 2:

of corresponding post

Marginal
headings
for
information
only

Clause 3

Terms to
include
designation

shall respectively be taken to include the terms “Deputy Director” “Director” and “Director General” or the holder of the corresponding posts in relation to the work.

The marginal headings, the words, notes, titles and phrases used in these general conditions and documents attached hereto, are strictly for information and direction of the reader with regard to the contents of the said documents and shall by no means be invoked for interpretation of the said clauses nor shall they be deemed to be part thereof or be taken into consideration in the interpretation thereof or of the contract.

The term “Executive Engineer” “Superintending Engineer” and “Chief Engineer” used in the contract and the documents attached thereto,

CONTRACT DOCUMENTS

Clause 4

Documents
mutually
explanatory

Except if and to the extent otherwise provided by the contract, the conditions of contract and additional conditions annexed hereto shall prevail over those of any other document forming part of the contract. Subject to the foregoing, the several documents forming the contract are to be taken as mutually explanatory of one another, but in case of any error, omission, ambiguity or discrepancy is found between these documents, the same shall be reported to the Engineer-in-charge who shall correct such error or omission or explain and adjust the ambiguity or discrepancy, as the case may be, and shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out. Provided always that if in the opinion of the Engineer-in-charge compliance with any such instructions shall involve the contractor in any expenses which by reason of any such error, omission, ambiguity or discrepancy, the contractor did not have reasons to anticipate, the Engineer-in-charge shall pay such additional sums as he shall certify to be reasonable to cover such expenses. Provided further that any work done by the contractor, which perpetuates or adds to any error, omission, ambiguity or discrepancy, already discovered and pointed out, shall be considered to have been done at the contractor's own risk.

Clause 5

One copy of Drawing to be kept on site.

Custody
of
drawings

Further drawings and instructions

Classified
drawings

- 4) The drawings will be obtained by the contractor free of cost from the Engineer-in-charge after acceptance of his tender. The contractor shall provide and make at his own expense any further copies required by him. On the completion of the contract, the contractor shall return to the Engineer-in-charge all drawings provided to him under the contract.
- 5) If so instructed, the contractor shall undertake not to disclose details of classified drawings, other than to men in his employ, and will give an undertaking to the Engineer-in-charge that these drawings are not replicated or passed on to others or used by any other agency/person.
- 6) One copy of the drawings furnished to the contractor as aforesaid shall be kept by the contractor at site and the same shall at all reasonable times also be made available for inspection and used by the Engineer-in-charge or by any of his superior officer, or by any other person authorized by the Engineer-in-charge in writing.
- 7) The Engineer-in-charge shall supply to the contractor, from time to time during the progress of the works, such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works, and the contractor shall carry out and be bound by the same. The contractor shall give adequate notice in writing, to the Engineer-in-charge of any such further drawing and instructions that contractor may require for execution of works or otherwise under the contract.
- Engineer-in-charge but two sets of the details

GENERAL OBLIGATIONS

Clause 6:

Contract
agreement

The contractor shall, when called upon so to do by the Engineer-in-charge enter into and execute a contract agreement in the form annexed.

Clause 7:

Performance
guarantee/
Quality
Assurance
Security

In every case where performance guarantee and/ or quality assurance security has been provided, as specified in item (h) of Memorandum of Work, contractor shall furnish/

maintain the performance guarantee and/ or quality assurance security for the extended period of completion under Clause 37 of the Agreement. All compensations or the sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of sufficient part of his performance guarantee and/ or quality assurance security, and in the event of his performance guarantee and/ or quality assurance security reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or other securities as aforesaid any sum or sums which may have been deducted from, or raised by sale of performance security or any part thereof.

The performance guarantee and/ or quality assurance security deposit lodged by a contractor (in cash or/other form) shall be refunded to him after the expiry of three months after the issue of the certificate of completion of the work under Clause 40 hereof by the Engineer-in-charge or along with the final bill if it is prepared after that period on account of some unavoidable circumstances.

Clause 8:

Programme
of work to be
furnished it
so required
by
Engineer-in-
charge

- i. The contractor shall if so required by the Engineer-in-charge submit in writing to the Engineer-in-charge within the period specified by him for his approval a Programme showing the order of procedure and the method in which he proposes to carry out the works. The time and progress chart shall be prepared in direct relation to the time period stated in item (g) of the memorandum hereto annexed for the completion of individual items thereof and the works as a whole. It shall indicate the forecast of the date for commencement and completion of various trade processes or section of the works, and shall be amended as may be required by agreement between the Engineer-in-charge and the contractor within the limitation of time imposed in the contract documents.
- ii. The contractor shall also, whenever required by the Engineer-in-charge, furnish for his information full particulars in writing of the organization and staff by which he proposes to direct and administer his performance of the contract and also such further information concerning the

contractor's arrangements for the carrying out the work and of the constructional plants or temporary works which the contractor intends to supply, use or construct, as the case may be.

- iii. The submission to and approval by the Engineer-in-charge of such Programme, or the furnishing of such particulars or information shall not relieve the contractor of any of his duties or responsibilities under the contract.

- iv. In the event of the non-submission of the Programme or revised/amended programme of work by the contractor for approval by the Engineer-in-charge within the period specified by the Engineer-in-charge, the contractor shall be liable to pay as compensation an

Action
when
Programme
not
submitted in
time

amount, equal to ¼ % per day or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide on the total tendered amount of the work, subject to maximum of 2% of contract amount.

Clause 9:

Setting
out

The contractor shall be responsible for the true and proper setting out of the works in

relation to original points, lines and levels of reference given by the Engineer-in-charge in writing and for the correctness (subject as above mentioned) of the position, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position, levels, dimensions, or alignment or any part of the works, the contractor on being required so to do by the Engineer-in-charge, shall at his own expense, rectify such error to the satisfaction of the Engineer-in-charge, unless such error is based on incorrect data, supplied in writing by the Engineer-in-charge, in which case the expenses of rectifying the same shall be borne by the Government. The checking of any setting out or of any line or levels by the Engineer-in-charge shall not in any way relieve the contractor of his responsibility for the correctness thereof, and the contractor shall carefully protect and preserve all points, marks, lines levels, bench marks, site-rails, pegs, slope stakes, batten-boards, stakes for location, and other things used in setting out the works.

Clause 10:

Work to
be
executed
in
accordan
ce with
the
specificatio
ns
drawings
orders etc.

The contractor shall execute the whole and every part of the works in the most substantial and workman-like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications. The work executed by the contractor shall also conform to the design(s) and/or drawings and instructions in writing relating to the work

signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The contractor shall, if so required; be entitled at his own expenses to make or cause to be made copies of specifications, and of all such designs, drawings and instructions as aforesaid.

Clause 11:

In the case of any class of work for which there is no such specification as mentioned is

Action where
no
specification
s are
provided

para-2 of the general directions for the guidance of the tenderer annexed hereto, such work shall be carried out in accordance with the prescribed standard specifications, and in the event of there being no such specifications, in accordance with the specification attached with the tender, if however, there is no standard specification or specifications attached with the tender, the work shall be carried out, in all respects in accordance with the instructions and requirements of the Engineer-in-charge

Clause 12:

Works to be
under
direction of
Engineer-in-
charge

All works to be executed under the contract shall be executed under the directions and subject to the approval in all respects, of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 13:

- Lighting at night work
- Watching and lighting
- iii. In the event of night work being carried on, the contractor shall provide and maintain such good and sufficient lights as will enable the work to proceed with satisfactorily and without danger. Similarly, the approach to the site and works where the night work is being carried out shall be efficiently lighted. All arrangements adopted for such lighting shall be to the satisfaction of the Engineer-in-charge
 - iv. The contractor shall in connection with the works provide and maintain at his own cost all lights, warning lights, caution boards, attendants, guard fencing and watch men, when and where necessary or required by the Engineer-in-
 - v. Charge for the protection of the work or for the safety and convenience of the public or others.

Clause 14:

- Arrangements to safeguard danger to unfinished work
- The contractor is expected to make himself acquainted with the weather conditions, etc, and make his arrangements in such a manner that unfinished work is not in danger from storms, floods, etc. A claim by the contractor for a loss caused by any such eventuality will not be entertained by the Government.

damages arising from

Contract
or to
supply
plant,
ladders,
scaffolding,
etc.

Contractor
liable to
pay

Clause 15:

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cept such materials, if any as may in accordance with the contract be supplied from the departmental store) constructional plants, tools, appliances, implements, ladders, cordage, tackles, scaffoldings and temporary works, requisite or proper for the execution of the works, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract 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 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 persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, and assisting in measurement or examination at any time, and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor, and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit. The contractor shall also provide all necessary 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 proceedings at law that may be brought by any person for injuries sustained by him owing to neglect in taking the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any

non-
provision of
lights,
fencing etc.

such person, or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 16:

Notice to
be given
before the
work is
covered
up.

The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinates in charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured,

and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work. If any work is covered up or placed beyond the reach of measurement, without such notice having been given and consent obtained, the same shall be uncovered at the contractor's expenses, and no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause 17:

Contractor's employee s.

- 1) The contractor shall provide and employ on the site for the purpose of and in connection with the execution and maintenance of the work under the contract:-

- (c) Only such engineer and technical assistance as are skilled and experienced in their respective callings, and such sub-agents, foremen and leading hands as are competent to give proper supervision of the work, they are required to supervise, and
(d) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of works under the contract.

- 2) (i) The Engineer-in-charge shall have full powers at all times to object to the employment and to require the contractor to remove forthwith from the site, the agent, workman, foreman or any other person employed by the contractor or any sub-contractor, who in the opinion of the Engineer-in-charge misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer-in-charge to be undesirable, and the contractor shall comply with the request forthwith.

Removal of contractor's employee s.

- (iii) No such agent, workman, foreman or other employees after his removal from the work by request of the Engineer-in-charge shall be re-employed or reinstated by the contractor for the purposes of and in connection with the contract at any time, except with the prior approval in writing of the Engineer-in-charge.

Clause 18:

Whole time qualified technical personnel for supervision of work

- (a) The contractor shall employ for each contract, whole time qualified technical personnel to the satisfaction of the Engineer-in-charge for the supervision of the work at the scale given

below:- On contracts valuing:-

- | | | |
|-------------------------------|-------------------------------|-------------------------------|
| (iii) | Upto Rs.7.5 Million | One diploma engineer. |
| (iv) Exceeding Rs.7.5 Million | One senior graduate engineer. | One junior graduate engineer. |

(b) If the contractor fails to employ the qualified technical personnel to the above scale, the Engineer-in-charge shall, after giving the contractor 15 days notice to this effect, have the option to employ to make up the deficiency in the number of such persons at the risk and cost of the contractor.

Clause 19:

Opportunities for other contractors

The contractor shall in accordance with the requirements of the Engineer-in-charge afford all reasonable opportunities for carrying out the work by any other contractor(s)/specialist contractor(s) executing a part of the original work or ancillary to the work, employees/workmen of such contractor(s) or those of the Government, who may be employed in execution of, or near the site of work not included in the contract. If, however, the contractor provides any material services/assistance or facilities to any such contractor or to the Government on the written request of the Engineer-in-charge, he shall be paid a reasonable sum as determined by the Engineer-in-charge or paid according to provision in bid schedule if already made therein.

Clause 20

Damage to persons and property

- 1) The contractor shall indemnify and keep indemnified the Government against all losses and claims for injuries or damage caused to any person or any property whatever, (other than surface or other damage to land or crops being on the site suffered by tenants of occupants) which may arise out of or in consequence of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for, or in respect of or to indemnify the Government against any compensation or damages for or with respect to:-
 - a) The permanent use or occupation of land by the works or any part thereof or (save as hereinafter provided) surface or other damage as aforesaid.
 - b) The right of the Government to construct the works or any part thereof on, over, under, in or through any land.
 - c) Interference whether temporary or permanent with any right of light, air, way or water, or other assessment of quasieasement which is the unavoidable result of the construction of the works in accordance with the contract.
 - d) Injuries or damage to persons or property resulting from any act or neglect done or committed during the currency of the contract of the Government, its agents, servants or other contractors (not being employed by the contractor) or for or in respect of any claims, demands, proceedings, damages, costs, charges, and expenses in respect thereof or in relation, thereto.

Provided further that for the purposes of this clause the expression “the site” shall be deemed to be limited to the Area defined in the specification or shown on the drawings in which land and crops will be disturbed or damaged as an inevitable consequence of carrying out the works.

Indemnity by the Government

- 2) The Government will indemnify the Contractor for and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this clause.

Note: - The limit of various departments for the application of this clause is as follows:-

5) Buildin
 gs

Contracts exceeding Rs.5 Million.

- | | | |
|----|-------------------------------|-------------------------------------|
| 6) | Public Health Engineering. | Contracts exceeding Rs. 5 Million. |
| 7) | Highways. | Contracts exceeding Rs. 10 Million. |
| 8) | Irrigation. | The clause would not apply. |
| 9) | Housing and Physical Planning | Contract exceeding Rs. 5 Million. |

The clause may be adopted in contracts of smaller amount wherever so directed by the Chief Engineer.

Clause 21:

Work to be
open to
inspection

Contractor or
his
responsible
agent to be
present.

All works under or in the course of execution or executed in pursuance of the contract, shall at all time be open to inspection and supervision of the Engineer-in-charge or his subordinate, and the contractor shall at all times during the usual working hours and at all other times for which reasonable notice of the intention of the Engineer-in-charge, his senior or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have an agent, duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they have been given to the contractor himself.

other taxes.

Giving
of
notices
and
payment
of fees.

Compliance with
status
regulations etc.

Payment
of
income
tax and

Clause 22:

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I give all notices, and at his own cost pay all fees, required to be given or paid by any national or state statute, ordinance or other laws any regulation or by-laws of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works or any temporary works.

iv. The contractor shall conform in all respects with the provisions of any such federal, provincial and local statutes, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority, which may be applicable to the works, or to any temporary works and with such rules and regulations of Public Bodies and companies as aforesaid and shall keep the Government indemnified against all penalties and liabilities of every kind for breach of any such statutes, ordinance or law, regulation or by-laws.

v. The contractor shall be responsible for the payment of all income tax, super tax and other Government or local taxes arising out of the contract, which shall not be reimbursed to him by the Government and the rates and prices stated in the bid schedule shall be deemed to cover all such taxes.

Clause 23:

Cost of bonds.

The cost of various bonds to be entered into and executed between the contractor and the Engineer-in-charge shall be in all respects, at the expense of the contractor.

Clause 24:

Change in
the
constitution
of firm

In the case of tender by partners, any change in the constitution of the firm, joint venture, company or corporation shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 25:

Photographs and
advertisements.

Photographs of the works shall be taken by permission of the Engineer-in-charge. Only signs or other advertisement approved by the Engineer-in-charge may be

displayed at or near the works. Photographs of the works shall not be published without prior written approval of the Government, which shall not be unreasonably withheld.

ASSIGNMENT AND SUB-LETTING

Clause 26:

Assignment.

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Engineer-in-charge

Clause 27:

Subletting.

The contractor shall not sublet the works or any part thereof except where otherwise provided by the contract, without the prior written consent of the Engineer-in-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen as if they were the acts, defaults or neglects of the contractor, his agents, servants or workmen. Provided always that the provision of labour as a piecework basis shall not be deemed to be a subletting under this clause.

MATERIAL AND WORKMANSHIP

Clause 28:

Quantity
of
materials
and
workmansh
ipand tests

Cost of tests

Cost of testsetc not provided for

Cost of
samples

- 5) All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The contractor shall provide such assistance, instruments,
- machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing, as may be selected and required by the Engineer-in-charge.
- 6) All samples shall be supplied by the contractor at his own cost if the supply thereof is clearly intended by or provided for in the specifications or bill of quantities but if not then at the cost of the Government.
- 7) The cost of making any test shall be borne by the contractor if such test is clearly intended by or provided for in the specification or bill of quantities and (in the cases only of a test under load or of a test to ascertain whether the design or any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) is particularized in the specification or bill of quantities in sufficient detail to enable the contractor to price or allow for the same in his tender.
- 8) If any test is ordered by the Engineer-in-charge which in either:-
- a) Not so intended by or provided for; or
 - b) (in the cases above mentioned) is not so particularized; or

- c) Through so intended or provided for is ordered by the Engineer-in-charge to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested.

Then the cost of such test shall be borne by the contractor if the test shows the workmanship or materials not to be in accordance with the provisions of the contract or the instructions of the Engineer-in-charge but otherwise by the Government.

Clause 29:

Constructional
material
fittings, etc. to
conform to
representative
samples
approved by
Engineer-in-
charge

Clause 31:

Clause 30:

Action and compensation payable in cases of bad work

Stores to
be
supplied
by
Government
nt

Before any constructional material, fittings is brought to the site of work, the contractor shall submit to the Engineer-in-charge representative samples of the material fittings, etc, he proposes to use. The samples after approval will be retained by the Engineer-in-charge in his custody and the contractor shall be responsible for ensuring that materials and fittings, etc, conforming to such samples are used through out the contract, failing which the material, fittings, etc, will not be accepted and shall be removed forthwith from the site of work if so desired by the Engineer-in-charge.

If the specification, or the estimate of the work provides for the use of any special

description of material and equipment to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials, stores and equipment and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meanings or effect of this contract specified in the schedule of 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 purpose 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 due or to become due, to the contractor, under the contract or otherwise: or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the Government, and shall not, on any account be removed from the site of works without the written permission of the Engineer-in-charge, and shall at all times be open to inspection of the Engineer-in-charge. Any such material unused or in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him, as aforesaid being unused by him, or for any wastage in or damage to any such materials.

If it shall appear to the Engineer-in-charge or to his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship 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, 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 so specified and provide material as originally contracted 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 by the Engineer-in-charge in his demand aforesaid, then the Engineer-in-charge may rectify or remove and re-execute the work, remove and replace with others, the materials and articles complained of, as the case may be, by his own workman or by other contractor and recover from the contractor towards the cost thereof a sum equal to the sum actually incurred by the Engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties plus departmental charges on the amount so incurred equal to ten (10) percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, and deduct the same from any money due or that becomes due to the contractor under this contract or on any account whatsoever, due by Government to the contractor. Measures of rectification will be decided by the Engineer-in-charge and may include additional work necessary to strengthen or set right the unusual work carried out by the contractor.

LABOUR

Clause 32:

Application
of labour
laws and
rules.

The contractor shall employ labour, provide all facilities and pay wages to his work people or employees in accordance with the labour laws or enactments relating thereto and rules framed there under, in force from time to time.

Clause 33:

Contractor
liable for
payment of
compensation
to injured
workman or in
case of death to
his relations.

- 5) In every case in which by virtue of the provision of Section 12, sub section (1) of the workman's Compensation Act 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of the work Government will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the Government under section 12, sub section (2) of the said Act. Government 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 Government to the contractor, whether under the contract or otherwise.
- 6) Government shall not be bound to contest any claim made against under section 12, sub section (1) of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in consequence of contesting such claims.

Clause 34:

Use of
donkeys and
other
animals.

- i. No contractor shall use donkeys or other animals with breaching of string or thin rope. The breaching must be at least 75mm wide and should be of tape (Nawar).
- ii. No animal suffering from sores, lameness or emaciation or which is immature shall be used on the work.

COMMENCEMENT, TIME AND DELAYS

Clause 35:

Commencement of work

The contractor shall commence the works on the site within the period named in the memorandum, after the receipt by him of an order in writing to this effect from the Engineer-in-charge and shall proceed with the same with due diligence and without delay, except as may be expressly sanctioned or ordered by the Engineer-in-charge or be wholly beyond the contractor's control.

Clause 36:

Time for completion

Subject to any requirements in the specification as to the completion of any portion of the works before completion of the whole, the whole of the works shall be completed within the time stated in the memorandum or such extended time as may be allowed under clause 37 hereof.

Clause 37:

Extension of time for completion.

If by reasons of the amount of extra or additional work of any kind or variation of form, quality or quantity of the works or any part thereof ordered by the Engineer-in-charge, or on the ground of his having been unavoidable hindered in the execution of the work or on any other ground or other special circumstances of any kind whatsoever, or any cause beyond the reasonable control of the contractor, the work is delayed or impeded or the contractor prevented from whether by the Engineer-in-charge or otherwise howsoever, or hindered in the execution or completion of the work or any part thereof, whether such delay or impediment or prevention or hindrance occurs before or after the time or extended time fixed for completion the contractor shall apply in writing to the Engineer-in-charge within thirty, days of the date of such circumstances, the full and detailed particulars of the claim on account of which he desires an extension as aforesaid. The Engineer-in-charge shall, if in his opinion (which shall be final) reasonable grounds shown therefore by the contractor are such as fairly to entitle the contractor to an extension of time for the completion of the work, authorize him from time to time in writing, either prospectively or retrospectively, such extension of time for the completion of the work or any part thereof, as may in his opinion be necessary or proper.

Clause 38:

Sundays / Public Holidays

No work at night or on

after provided be carried on during the night or on Sundays or public holidays without the permission in writing of the Engineer-in-charge save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall immediately advise the Engineer-in-charge. Provided always that the provisions of this clause shall not be applicable in the case of any work which it is customary to carry out by rotary or double shifts.

Subject to any provision to the contrary contained in the contract, none of the permanent work shall save as here in

Clause 39:

- a) The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The works shall throughout the stipulated period of
- Compensation for delay.

the contract be proceeded with all due diligence in accordance with the programme of work, as approved by the Engineer-in-charge or any amended programme of work approved by the Engineer-in-charge from time to time (time and quality being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of the amount of contract, subject to maximum of 10% or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may decide, on the amount of the estimated cost stated in item(b) of the memorandum of work annexed hereto for every day

- b) That the work remains un-commenced or unfinished after the proper date.
- c) If the total funds required for completion of contract are not provided within two years after the stipulated date of completion, contractor may ask for finalization of his contract. All recoveries due from contractor (mobilization, secured advance, machinery hire charges, etc.) will be made before finalization of contract.

Compensation
for inadequate
funding

CERTIFICATE OF COMPLETION

Clause 40:

Certification
of
completion
of work

Without prejudice to the right of the Government under any such clause(s) herein contained, as soon as in the opinion of the Engineer-in-charge, the works shall have been substantially completed and shall have satisfactory passed any final test that may be prescribed by the contract, the Engineer-in-charge will issue to the contractor a certificate of completion in respect of the work, and the period of maintenance of work shall commence from the date of such certificate, provided that the Engineer-in-charge may give such a certificate with respect to any independent part of the works before the completion of the whole of the works, and when any such certificate is given in respect of such a part of the works, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate. Provided also that a certificate of completion given in accordance with the foregoing provisions of any part of the works shall not be deemed to certify completion of any ground or surface requiring reinstatement, unless such certificate shall expressly so state. Provided further that no such certificate shall be given nor shall the works or any of its parts be considered to be complete until the contractor shall have removed from the premises on which the works or any such parts shall be executed, all scaffoldings, surplus materials of all kinds and rubbish, buildings and other construction materials of all kinds and cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building or buildings, or road works and road structures,

water supply,
sewerage or drainage
works, sanitary
installations, gas and
electric fittings, in,
upon, or about which
the works are to be
executed, or which he
may have had
possession for the
purpose of the
execution thereof, nor
until the works shall
have been measured
by the Engineer-in-
charge whose
measurements shall
be binding and
conclusive against the
contractor.

If the contractor shall
fail to comply with
the requirements of
this clause as to the
removal of
scaffoldings, surplus
material of all kinds
and rubbish as
aforesaid and
cleanings of dirt on
or before the date
fixed for the
completion of the
works, the

Rate of works not in schedule of rates, bid schedule or in the estimates.

Clause 41:

Alternations
in
specifications
and
drawings.

Alternations
or omissions
or
substitution
do not
invalidate
the
contract.

Extension
of time in
consequence
of
alterations

Engineer-in-charge may at the expense of the contractor, remove such scaffoldings or surplus materials of all kinds 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 such scaffoldings or surplus materials of all kinds as aforesaid, except for any sum actually realized by sale thereof.

ALTERATIONS, ADDITIONS AND COMMISSIONS

The Engineer-in-charge shall have power to make any alteration in, omission from, addition to, or substituted for, the original specification, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work,

and the contractor shall be bound to carry out the works in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge, and such alternations, omission, additions or substitution shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in 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 the same rates as are specified in the tender (bid schedule 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.

And, if the altered, additional or substituted work includes any item of work, for which no rate is specified in this contract, then such items of work shall be carried out at the item rates enforced at the time of receipt of tenders with reference to which the tender for the work was submitted by the contractor.

If such altered, additional or substituted item(s) of work is not entered in the bid schedule, then the contractor shall within seven days of the date of receipt of the orders to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such items of work, and if the Engineer-in-charge does not agree to this rate, or the approval to this rate (or the negotiated rate, if any), is not communicated to the contractor within a period of thirty (30) days reckoned from the date of receipt by the Engineer-in-charge of the proposed rate, the Engineer-in-charge shall by a notice in writing be at liberty to cancel his order to carry out such item of work and arrange to carry it out in such a manner as he may consider advisable, provided always that if the contractor shall commence work or incur an expenditure in regard thereto, before the rates shall have been determined as lastly hereinafter mentioned, he shall do so at his own risk and cost.

No deviation from specification stipulated in the contract or additional items of work shall be carried out by the contractor unless the rate of the substituted, altered or additional items have been approved in writing failing which Government will not be bound to entertain any claim on this account. The

Clause 42:

No
compensation
for alteration
in or restriction
of work to be
carried out, if
variation does
not exceed
20%

Clause 43:

Variation
exceeding
20%

interpretation of the Engineer-in-charge in the event of any dispute due to any ambiguity in the specification or nomenclature shall be binding and final.

If at any time after the commencement of the work, the Engineer-in-charge shall for any reason whatsoever, not require the whole thereof as specified in the tender (bid schedule annexed hereto) to be carried out, or increase or decrease in the quantity of work included in the contract or omit any such work, or change the contract or quality or kind of any such

work, or change the levels, lines, position and dimensions of any part of the works, or require the contractor to execute additional work of any kind necessary for the completion of the work, the Engineer-in-charge shall give notice in writing of this 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 reasons of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment or increase of the work, as originally contemplated; nor shall the contractor be entitled to any adjustment in the unit rate/price or amount of the contract, if the aggregate effect of all such alterations, additions, omissions, or adjustments (other than those arising out by reasons of price variation under clause 55 hereof) on completion of the whole of the works, does not exceed 20 percent of the sum named in paragraph of 1(one) of this tender.

If, on completion of the whole of the works, it shall be found that a reduction or increase greater than 20 percent of the sum named in paragraph 1 of the tender results from the aggregate effect of all increases, decreases omissions or adjustments (other than those arising out because of price variation under clause 55 hereof), as a result of the requirement of the Engineer-in-charge, the amount of the contract price shall be adjusted by such sum(s) as may be determined by the Engineer-in-charge and the contractor. In the event of disagreement, the Engineer-in-charge shall fix such sum as shall, in his opinion, be reasonable and proper, regard being had to all materials and relevant factors including the contractor's cost and over heads.

MAINTENANCE AND DEFECTS.

Execution of work of repair etc.

Period of
maintenance

- 1) The period of maintenance mentioned in item (i) of the memorandum shall be calculated at ed from the date of completion of the works certified by the Engineer-in-charge in accordance with clause 40 hereof or in the event of more than one certificate having been issued by the Engineer-in-charge under the said clause, from the respective dates so certified, and in relation to the period of maintenance the expression the “work” shall be construed accordingly.
- 2) The works shall at or as soon as practicable after expiration of the period of maintenance be delivered to the Engineer-in-charge in as good and perfect condition (fair wear and tear excepted) to the satisfaction of the Engineer-in-

charge as that in which they were at the commencement of the period of maintenance, the contractor shall execute all such works of repair, amendment, reconstruction, rectification and making good of defects, imperfection, shrinkage other faults as may be required of the contractor in writing by the Engineer-in- charge during the period of maintenance or within fourteen days after its expiration as a result of an inspection made by or on behalf of the Engineer-in- charge prior to its expiration.

Cost of
execution of
works of
repair etc.

- 3) All such works shall be carried out by the contractor at his own expense, if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the contractor to comply with any obligation expressed or implied on the contractor's part under the contract. If in the opinion of the Engineer-in-charge such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for, as if it were an additional work.
- 4) If the contractor shall fail to do any such work as aforesaid, required by the Engineer-in-charge, the Engineer-in-charge shall be entitled to carry out such work by his own workmen or by other contractor(s) and if such work is a work which the contractor should have carried out at the contractor's own cost, shall be entitled to recover from the contractor towards the cost thereof a sum equal to the actual expenditure so incurred by the Engineer-in-charge (whose certificate as to the amount of the work shall be final and binding on the parties) any may deduct the same from any moneys due or that may become due to the contractor.

Remedy of
contractor's
failure to carry
out work
required

Clause 44:

Contractor
liable to make
good
damages and
for any
imperfection
noticed
during period
of
maintenance

Clause 45:

Secured advance on materials brought to site.

If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, road work, road structure, water supply, sewerage and drainage works, sanitary fitting and electric installation, fences, enclosures, water pipes, cables, drains, electric or telephone posts or any works, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work, or any part of its is being executed, or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparent in it within the specified period of maintenance in item No. (i) of the memorandum hereto

annexed after a certificate, final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then, or at any time thereafter may become due to the contractor, or from his security deposit.

ADVANCES TO CONTRACTORS

Should the contractor, whose contract is for finished work require an advance on the security of material of imperishable nature brought by him to the site, the Engineer-in-charge shall assess the value of such materials and the contractor may be paid an advance upto an amount not exceeding seventy five percent (the

decision of the Engineer-in-charge as to this percentage shall be final) of the value of the materials assessed by the Engineer-in-charge. The materials shall remain the property of the Government and the contractor shall not remove it from the site without the written permission of the Engineer-in-charge. The contractor shall be responsible for any loss to the materials due to the contractor postponing the execution of the work or to the shortage of or misuse of the materials and against the expenses entailed for their proper watch and safe custody.

The recovery of the amount of such advance shall be made from the contractor's bill for the work done, as the materials are used in the work.

PAYMENTS

Clause 46

Bills to be
on prescribed
form.

The contractor shall submit all bills on the form prescribed by the Engineer-in-charge to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender (bid schedule) or in the case of any extra work ordered in pursuance of the conditions and not mentioned or provided for the tender, at the rate hereinafter provided for such works.

Clause 47:

Bills to be on
submitted
monthly.

The contractor shall submit each month on or before the date fixed by the Engineer-in-charge a bill, on the basis of measurements carried out by the contractor through his own staff, for all works executed in the previous month, and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from presentation of the bill subject to the condition laid down in item(s) of the memorandum of work. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the work in the presence of the contractor or otherwise and the Engineer-in-charge may prepare a bill from such measurements, which shall be binding on the contractor in all respects.

Clause 47-A: Payment of items with imbalance rates

Clause 48:

Deduction
of security
deposit.

If a contractor quotes such disproportionate rates in his tender which deviate from the rates provided in the technically sanctioned estimate, the payment of items whose rates are lower will be made at tendered rate(s) in full on the execution of items (s) but the payment of item whose rates are higher shall be made at the rates depicted in technically sanctioned estimate, on the execution of such items, the balance payment shall be withheld by the engineer in-charge till the completion of the work of items for which low rates have been quoted.

At the time of making any payment to the contractor for the work done under this contract, the Engineer-in-charge shall retain from the amount so payable to the contractor, the amount of security deposit at the percentage rate specified in item

(d) of the memorandum of work annexed hereto. The earnest money of the contractor on execution of the contract, will however, be adjusted towards the amount of such security deposit to be retained from the amount of his first bill of the work done by him and payable to the contractor under this contract.

All compensations of other sums of money payable by the contractor to the Government under the terms of this contract may be deducted from the amount of his security deposit of the contract or from any sums which may be due or may become due to the contractor by the Government on any account whatsoever, and in the event of his security deposit being reduced by such deductions, the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from his security deposit, or may be made good through additional deductions from his bill or dues.

Clause 49:

Conversion
of security
deposit into
profit
bearing
securities.

Subject to any general or special directions given by the government to the contrary, if the contractor so desires and makes a written request to the Engineer-in-charge to the effect that the amount of security deposit retained from the bills of the contractor may be converted into the recognized form of profit bearing security at the cost of the contractor, the amount of security deposit retained from bills of the contractor shall be deposited in any of the following banks:-

- 7) National Bank of Pakistan Ltd.
- 8) Habib Bank Ltd.
- 9) United Bank Ltd.
- 10) Muslim Commercial Bank of Pakistan Ltd.
- 11) Allied Bank of Pakistan Ltd.
- 12) The Bank of Punjab.

and pledged in the name of the Executive Engineer concerned, and on the maturity the amount of security is retrieved back in the Public Account and refunded to the contractor in prescribed manner.

Clause 50:

Refund of
security
deposit.

- a) The amount retained as security deposits shall not be refunded to the contractor before the expiry of six(6) months in the case of original works valuing upto Rs.5 million and twelve (12) months or even more, as may be determined by the Engineer-in-charge with the prior approval of the Chief Engineer, in the case of works valuing above Rs.5 million, after the issue of the certificate of completion of the work under clause 40 hereof by the Engineer-in-charge provide that in case the contractor is required by the Engineer-in-charge to rectify any imperfection, damage, defects or other faults in work, etc. during the

period of maintenance, the security deposit shall not be refunded till the contractor has fulfilled his obligations under clause 43 and 44 hereof to the satisfaction of the Engineer-in-charge.

b) Should the contractor so apply in

c) writing to the Engineer-in-charge the amount of security deposit will be refunded to the contractor three (3) months after the issue of certificate of completion of work by the Engineer-in-charge under clause 40 subject to the production of bank Guarantee from a scheduled bank in Pakistan to the satisfaction of and in the form suitable to the Engineer-in-charge, for the same amount covering the

balance of period of maintenance, to the effect that the contractor shall fulfill his obligations under clause 43 and 44 of the contract.

- d) Subject to the conditions stipulated in sub-clause (a) of this clause, in the case of contracts for maintenance and repair works, the security deposits would be refunded to the contractor after the expiry of three (3) months of the issue of certificate of completion of work by the Engineer-in-charge .

Clause 51:

Payment on
intermediate
certificate to be
regarded as
advances

The contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, subject to the condition laid down in item(s) of the memorandum, whose certificate of such approval and passing of the sum so payable, shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment 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, imperfect or unskillful 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 accruing of any claim: nor shall it conclude, determine, or affect in any way the power of Engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract.

Clause 52:

Final bill to
be submitted
within one
month.

The final bill shall be submitted by the contractor within one month of the date fixed for completion of the works, otherwise the Engineer-in-charge's certificate of the measurement and of the total amounts payable for the works accordingly, shall be final and binding on all parties.

Clause 53:

Procedure
for payment to
firms.

Clause 54:

Sums payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Clause 55:

parties, or one of the partners or some other person producing power of attorney enabling him to give actual receipts on behalf of the firm.

The department may refuse or suspend payment on account of a work when executed by a firm, or by a contract described in their tender as a firm, unless receipts are signed by all the

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 Government, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

VARIATION IN PRICES OF SPECIFIED MATERIALS

- 1) Where any variation (increase or decrease), to the extent of 5% or more, in the price of any of the item mentioned in sub-clause (2) below takes place after the

acceptance of tender and before the completion of contract, the amount payable under the contract shall be adjustable to the extent of the actual variation in the cost of the item concerned

- 2) No price variation under the clause shall be admissible except in respect of the following items:-

i)	Cement
ii)	Steel
	a) M.S Bars (Plain and Deformed)
	b) M.S. Sections.
	c) High Tensile Steel wire.
	d) M.S and G.I Pipes.
	f) M.S & G.I Sheet
	g) C.I Specials
iii)	Asbestos Cement Pipes.
iv)	P.V.C/ uPVC Pipes.
v)	PPRC pipes
vi)	HDPE Pipes
vii)	R.C.C/P.C.C Pipes.
vii)	Bitumen.
ix)	High Speed Diesel.
x)	Bricks
	a) 1 st Class Bricks
	b) Tiles
	c) Gutka
xi)	Stone Aggregates
	a) Stone Metal for Sub Base.
	b) Stone Metal for Base Course.
	c) Crushed Bajri
xii)	Harrow Sand
xiii)	Tiles (Ceramic and Porcelain)
xiv)	Wood
xv)	Aluminum Sections
xvi)	Paint (interior & exterior)
xvii)	Labour

- 3) The base price for the purposes of calculation of the price variation shall be the price prevalent in the month during which the last day of the submission of tender falls.
- 4) The price variation under this clause shall be worked out on the basis of the price of the item concerned as notified or placed at web site by the Finance Department, Government of the Punjab for the particular month and particular District.

- 5) If no notification in respect of any of the item mentioned in sub-clause (2) is issued under sub-clause (4) no price variation shall be admissible in respect of that item during that month.
- 6) The amount payable or deductible in respect of items No.(i) to (x) of sub-clause (2) shall be calculated on the basis of the quantity of the item actually consumed on the work during the month.
- 7) The amount payable or deductible in respect of item No.(v) of sub clause (2) shall be calculated on the basis of the actual quantity of cement and steel bars used in the manufacture of the pipes during the month.
- 8) No escalation shall be allowed to the contractor in respect of the period extended for the completion of the work due to his own fault.
- 9) If, under the existing codal rules, secured advance is paid on all or any of the imperishable items in sub-clause (2) above, price variation shall be admissible on such item(s) in respect of the quantity or quantities for which secured advance has been paid to the contractor, however, price variation will be paid after actual consumption of the material but rate to calculate the price variation would be period when material was brought at site.
- 10) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of high speed diesel shall be calculated from the increase or decrease in the basic price of high speed diesel using the following formula: Increase or decrease = $\frac{\text{VOW} \times (\text{CPD} - \text{BPD})}{\text{BPD}}$ in contract price.

Where:

VOW = the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CPD = Current price of high speed diesel,
and BPD = Basic price of high speed diesel.

Factor = 0.15 for Highway / Road works &
= 0.07 for Buildings and R.C.C structures &
= 0.07 for Irrigation Works

- 11) The increase or decrease in the contract price subsequent to any increase or decrease in the cost of labour shall be calculated from the increase or decrease in the basic price of labour using the following formula:
Increase or decrease = $\frac{\text{VOW} \times (\text{CLR} - \text{BLR})}{\text{BLR}}$ in contract price. Where:

VOW = the value of the work for which payment has been certified by the Engineer-in-charge, executed subsequent to such increase or

decrease in the Basic Price as shall be obtained by applying the approved unit rates and prices entered in the measurement book.

CLR = Current labour rates for unskilled worker(as placed on website of Finance Department).

BLR= Basic labour rates of unskilled worker on the date of receipt of tenders(as placed on website of Finance Department)

Claim for compensation for delay in the execution of work.

Clause 56:

Bills to be
submitted
monthly

Clause 60:

Action when whole of security deposit is forfeited.

Clause 57:

Claims for
payment of extra
ordinary nature.

Clause 58:

Time limit
for
unforeseen
claims

Clause 59:

works & Factor $\beta = 0.15$ for Irrigation works

CLAIMS OF CONTRACTOR

The contractor shall deliver in the office of the Engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract a return in such form as the Engineer-in-charge may from time to time prescribe showing details of any rate, amount and work claimed as extra, and such return shall also contain the value of such work which the contractor may consider himself to be entitled upto the end of the previous month, which value shall be based upon the rates and prices mentioned in the contract (bid schedule) or the rate determined pursuant to clause 41 hereof. The contractor shall include in such monthly returns particulars of all claims of whatsoever kind and howsoever arising, which at the date thereof he has or may claim to have, against the Engineer-in-charge under or in respect of, or in any manner arising out of the execution of the works, and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claim not so included, whatsoever be the circumstances.

No claim for payment of extra ordinary nature, such as claim of a bonus for extra labour employed in completion of the work before the expiry of the contractual period at the request of the Engineer-in-charge or claim for compensation where the work has been temporarily brought to a stand still through no fault of the contractor, shall be allowed, unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government.

Under no circumstances whatsoever shall the contractor be entitled to any compensation on account of the contract unless the contractor shall have submitted claim in writing to the Engineer-in-charge within one month of the cause of such claim occurring.

No compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates inclusive for hard or rocky soil, excavation had, sub soil water or water standing in borrow pits, and no claim for extra rate shall be entertained,

unless expressly
verified by Engineer-
in-charge and
confirmed by
Superintending
Engineer.

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In any case in which
under any clause or
clauses of the
contract, the
contractor shall have
rendered himself
liable to pay
compensation
amounting to whole
of the security deposit
or in the opinion of
the Engineer-in-
charge has abandoned
the contract, or is
not executing the
works in accordance
with the contract or
is

persistently or flagrantly neglecting to carry out his obligations under the contract, or if the contractor employs any employee of the Government in defiance to the provisions of clause 32 thereof, the Engineer-in-charge on behalf of the Government, may, after giving fourteen days notice in writing to the contractor, rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence and in which case the security deposit of the contractor, shall stand forfeited, and be absolutely at the disposal of Government (Engineer in-charge). And in case the contract shall be rescinded under the provisions aforesaid):-

- iii. The contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of or with a view to the execution of the works or the performance of the contract.
- iv. The contractor shall not be entitled to recover, or be paid any sum for any work 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, after deducting there from the amount of aforesaid compensation and other charges duly ascertained and certified by the Engineer-in-charge to be payable by the contractor. But if such sum payable by the contractor for any losses, compensation or any other charge shall exceed the sum for any work actually performed under the contract and certified by the Engineer-in-charge, the amount of such excess shall be deemed a debt due by the contractor to the Government and shall be recovered accordingly.

In every case in which the contract should be rescinded under clause 60 hereof and in the opinion of the Engineer-in-charge such work should be done at the risk and expense of the contractor without thereby avoiding the contract or relieving the contractor from any of his obligation or liabilities under the contract or affecting the rights and powers conferred on the Government or the Engineer-in-charge by the contract, the Engineer-in-charge on behalf of the Government, after giving fourteen days notice in writing to the contractor, shall have powers to adopt any of the following courses, as may in the opinion of the Engineer-in-charge be desirable:-

- c) To measure up the work of the contractor and to take such part thereof, as shall be executed 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, had the whole of the work 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 Government, under the contract or otherwise, or from his security deposit or from the value of the performance guarantee/ quality assurance security given by the contractor under clause 7 hereof.

Clause 61:

Work at the risk and expense of the contractor

of or sell contractor's plant, etc.

Clause 62:

Contractor
remains liable to
pay
compensation if
action is not
taken under
clauses.

Power to take
possession or
require removal

d) To employ labour paid by the department and to supply materials or supply/arrange tools and plants to carry out the works or any part of the works, debiting the contractor with the cost of the labour and the price of the materials and cost of supply/arrangement, operation and maintenance of tools and plants of the amount of which cost and price a certificate of the Engineer-in-charge shall be final and conclusive against the contractor, plus departmental charges on the amount so incurred equal to ten percent or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final) may be decided, and crediting him with the value of the work done, in all respects, in the same manner and at the same time and 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.

In the event of any of the above courses

mentioned in this clause being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement, or made any advances on account of, be with a view to, the execution of the works or the performance of the contract.

Note: After having approval for rescinding the contract from competent authority, the decision regarding implementation of clause 60 and 61, separately or simultaneously shall be discretion of the Engineer In-charge.

In any case in which any of the powers, conferred upon the Engineer-in-charge by clause 60 or by para (a) of clause 61 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 or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and 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 vested in him under clause 60 or para (a) of the preceding clause, he may, if he so desires, take possession of all or any tools, constructional plants, 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 or 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 shall be final otherwise the Engineer-in-charge, may be notice in writing to the contractor or his clerk of the works, foreman or other authorized agent, require him to remove such tools, construction 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 contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expenses of

any such removal, and the amount of the proceeds and expenses of any such sale, shall be final and conclusive against the contractor.

Clause 63:

Procedure in dis-agreement.

Contract may
be rescinded
and security
deposit for
subletting
bribing, or if
contractor
becomes
insolvent

Contractor dis-satisfied with the decision of Superintending Engineer

Clause 64:

Deduction of
amount due to
Government on
any account
whatsoever to be
permissible from
any sums payable
to the contractor

Clause 65:

If the contractor shall, in defiance of the Engineer-in-charge's instructions to the contrary or without his written approval, assign or sublet his contract or attempts to do so; or become insolvent, or commence any insolvency proceedings or make any composition with his creditors, or attempts so to do; or if any bribe, gratuity, gift, loan prerequisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or his servants or agents to 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 Engineer-in-charge

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 Government and the same consequence shall ensue as if the contract had been rescinded under clause 60 hereof and in addition to the contractor shall not be entitled to receive or be paid for any work therefore actually performed under the contract.

Any excess payment made to the contractor inadvertently or otherwise, under this contract or on any account whatsoever, and any other sum found to be due to the Government by the contractor in respect of this contract, or any other contract or work order, or on any account whatsoever, may be deducted from any sum whatsoever payable by Government to the contractor, either in respect of this contract or any work order or contract, or on any other account by any other department of the Government; or recovered from the contract or as arrears of land revenue.

SETTLEMENT OF DISPUTES

In the event of any disagreement between the Engineer-in-charge and the contractor arising out of the contract, the matter shall first be referred to the Superintending Engineer for decision who shall, after making such enquiries, as he may deem fit, give his decision in writing not later than three months after the reference is made to him. The period for decision of the case by the Superintending Engineer may, however, be extended by the Chief Engineer under special conditions according to the circumstances, justification, available in each case. The contractor shall forthwith give effect to the decision of the Superintending Engineer and shall proceed with due diligence, whether arbitration is intended or not.

If the contractor be dissatisfied with the decision of the Superintending Engineer or if his decision is not forthcoming within the stipulated or extended period/periods and desires arbitration under the arbitration clause as hereinafter provided, he shall give notice in writing of such intention to the Superintending

Increase in
amount of claim
once preferred
not allowed

Engineer within a period of twenty eight days of the receipt of the Superintending Engineer's decision or in case no decision is given, at the end of the period or periods within which the Superintending Engineer was to give his decision. The said notice shall contain the cause of action, material facts of the case and relief sought, failing which the decision of the Superintending Engineer shall become final, conclusive and binding, and the contractor shall be deemed to have forfeited or departed from the claim in excess of that allowed by the Superintending Engineer. The subsequent inflation/increase in the amount of claim once preferred in the said notice shall not be allowed nor shall any other claim in respect of the same work be entertained from the contractor at any later stage.

Reference
to
arbitration
Arbitration

Disputes
for
arbitration
limited.

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ths after the completion of the work. Failure to make such a reference within this period shall be deemed to mean that the contractor has waived all claims in respect of all disputes.

- e) Disputes which may be referred to arbitration shall be limited to:-
- i. Any question, difference, or objection, whatsoever which shall arise in any way, connected with or arising out of the contract or/and
 - ii. The meanings of the operation of any part of the contract; or/and
 - iii. The rights, duties and liabilities of either party to the contract; or/and
 - iv. Whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as a result of such termination.
- Provided that those matters for which provision has been made in the contract for final land binding decision by the Superintending Engineer or the Engineer-in- charge shall be excluded from arbitration.
- f) “The venue of arbitration shall be in Punjab. The contractor will have to deposit 20% of the amount of the claim up to Rs. 0.20 million and 10% of claims, exceeding Rs. 0.20 million along with the claim. This amount will be refunded after the Award has been made Rule of the Court. Otherwise the amount deposited will be forfeited.”
- g) In the event of any dispute arising in accordance with the limitations provided in sub-clause (a) of this clause, the same shall be referred to the decisions of a sole arbitrator to be appointed by the Chief Engineer, in charge of the region, from among the officers of the department not below the rank of Superintending Engineer, and other than the Superintending Engineer in charge of the work. In case the claim preferred is for an amount upto half a million rupees, the decision of the sole arbitrator in such case shall be final and binding on the parties concerned.
- h) In case the amount of the claim preferred is over half a million rupees, the dispute shall be referred to the award of two arbitrators, to be appointed from the Superintending Engineers of the department, other than the Superintending Engineer in charge of the work, one to be nominated by the Chief Engineer of the region concerned and the other by the contractor. In the case of the said two arbitrators not agreeing, the case shall be referred to the award of an umpire who shall be an officer of the department not below the rank of Chief Engineer to be

appointed by the Government in the administrative department. The decision of the two arbitrators / umpire, as the case may be, shall be final and binding on the parties concerned. Where the matter involves claim for the payment of recovery or deduction of money only, the amount, if any, awarded in the arbitration shall be recoverable in respect of the matter so referred.

SCHEDULE SHOWING (APPROXIMATELY) MATERIALS TO BE SUPPLIED FROM THE DEPARTMENTAL STORE FOR WORKS CONTRACTED TO BE EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR

(See clause 30)

Particulars	Rates at which the material will be charged to the contractor	Place of delivery
-------------	---	-------------------

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Executive Engineer before the issue of the form prior to the submission of the tender.

SCHEDULE SHOWING EQUIPMENT TO BE SUPPLIED BY THE GOVERNMENT AT THE REQUEST OF THE CONTRACTOR

(SEE CLAUSE 30)

The Equipment and/or constructional plant listed in the following table are available with the employer and can be provided to the contractor at his request, at the rental rates and places set out therein.

(SEE CLAUSE 30)

Rentals should be exclusive of depreciation of donor financed equipment.

***SCHEDULE SHOWING THE NAMES OF MANUFACTURERS OR SUPPLIERS
WHOSE PRICES FOR THE SPECIFIED MATERIALS AT THE PLACES SHOWN
AGAINST EACH ARE TO FORM BASIS OF PAYMENT OF PRICE VARIATION.***

“(See Clause 55)”

Name of Item	Price at Places which are to form basis of Price Variation
1	2
(i) Cement	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(iii) Steel	
(a) M.S Bars (Plain & deformed)	
(b) M.S sections	
(c) High Tensile Steel wire	
(d) M.S,G.I pipe & MS Seamless Pipes	
(e) MS & GI Sheets	
(f) CI Specials	
(iii) Asbestos cement pipes	
(iv) PVC/ uPVC Pipes	
(v) PPRC Pipes	
(vi) HDPE pipes	
(vii) Cement and Steel Bars For R.C.C pipes	As per item (i) & (ii) above
(viii) Bitumen (Bulk & packed)	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(ix) High Speed Diesel	To be ascertained by Advisory Committee notified by OGRA and rate placed on web site of Finance Department.
(x) Bricks, Tiles & Gutka	As per rate placed at Website by the Finance Department, Govt. of the Punjab
(xi) Stone Aggregates (Base, Sub Base,Crushed Bajri)	
(xii) Harrow Sand	
(xiii) Floor Tiles (Ceramic & porcelain)	
(xiv) Wood	
(xv) Aluminum Sections	
(xvi) paint (Interior & Exterior)	

CONTRACT AGREEMENT

(See Clause 6)

This agreement made this _____ day of _____ year _____
BETWEEN THE GOVERNOR OF THE PUNJAB (hereinafter called the
Government) as represented by the Executive Engineer _____
_____ Division _____

On the one part and _____ (hereinafter called the contractor) on the other
part. WHEREAS tenders have been received by the Government for the construction,
completion and maintenance of _____

(Name of
work) as well as possible new and ancillary works associated therewith which have to be
executed in accordance with the contract document, and the tender by the contractor for
the construction, completion and maintenance of such works has been accepted by the
Government.

NOW, THEREFORE, for and in consideration of the promises, 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 agreements to be kept and performed by the contractor
and for the faithful performance of the contract and the
- ii. completion and maintenance of works embraced therein, according to the specifications,
drawings and conditions herein contained and referred to the Government shall pay and the
contractor shall receive and accept as full compensation for everything furnished and done by
the contractor under this agreement and the tender price stipulated in the contractor's tender
at the times and in the manner prescribed by the contract.
- iii. The said work shall be started within the period specified in item No.(f) of the memorandum
of work, following the receipt of written order of the Executive Engineer
_____ Division _____ to proceed with and the
contractor shall complete fully the works within the stipulated period
reckoned from the commencement of work, subject to such extensions of
time (s) as may be granted under the conditions of contract except for
maintenance which shall be completed within the period named in item (g) of

the memorandum hereto annexed after issuance of the final certificate of completion.

iv. The following documents shall be deemed to form and be read and construed as part of this agreement:-

- a) The said tender and covering letter and subsequent undertaking, if any,
- b) The drawings,
- c) The conditions of contract and additional conditions, if any,
- d) The specifications;
- e) The bid schedule;

- f) Addendum No.1 to_____
- (Which have been incorporated in the tender)
- g) Schedule of materials to be supplied from the departmental store;
- h) The scale of rates and prices;
- i) The letter of acceptance; and
- j) The performance guarantee.
- v. All disputes or differences between the parties in connection with or arising out of this agreement shall be settled in accordance with the provisions of relevant clause of the conditions of contract.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals theday and the year hereinbefore set forth.

Signed by _____
(contractor)

Signed by _____

Executive Engineer _____
Division _____
For and on behalf of the
Governor of the Punjab.

WITNESSES

1. _____

2. _____

BANK GUARANTEE.

(See Clause 7)

Penal sum of bond _____
(express in words and figures)

KNOW ALL MEN BY THESE PRESENTS THAT Mr./MESSERS _____
(Name of contractor) Whose official address is _____

As principal(s) (herein after referred to as principal) and the Bank of Punjab or scheduled Bank(s) of Pakistan (hereinafter appearing in the schedule of sureties, as sureties (hereinafter some time called the surety at the request of the principal are held and firmly bond to the Government of the Punjab acting through the Executive Engineer _____

Division _____ or his successor or assigns) a body organized and existing under and by virtue of laws of the Government of the Punjab, in the penal sum of the amount stated above lawful money for the payment of which sum well and truly made we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

PROVIDED THAT We, the sureties, bound ourselves in such sum jointly and severally, as well as, severally only for the purpose of allowing a joint actions against any or all of us and for all other purposes, each surety bond itself, jointly and severally with the principal for the payment of such sum only as set forth opposite its name in the following schedule:-

SCHEDULE OF SURETIES

Name of bank, branch and address	limit of liability
_____	_____
_____	_____

The conditions of the above obligations is such that:

WHEREAS, the tender of the above bounden principal has been accepted and he has entered into a contract with the Executive Engineer _____

Division _____ for the work _____

_____ on the _____

(Name of work)

day of _____ 200_____

AND WHEREAS, under the terms of the contract Government has required the principal to furnish a performance guarantee to form a part of the contract.

NOW THEREFORE, it is agreed as follows:-

- 4) If the above bounden principal shall well truly and faithfully perform the contract and comply with and fulfill all the undertakings, terms and provisions thereof, and satisfy all the obligations of the said principal arising there under, and comply with all covenants therein contained and contained in the specifications, plan and other instruments constituting a part of the contract, required to be performed by the said principal, in the manner and within the time provided in the contract or any extension thereof that may be granted by the Government with or without notice to the surety(s) and shall fully indemnify and the Government, for all costs and damages which the Government may suffer by reason of failure so to do, and shall fully reimburse and repay the said Executive Engineer _____

Division _____ all out-lay and expenses which may incur in making good any such default and reasonable counsel fee incurred in the prosecution of defense of any action arising out of or in connection with any such default, and shall pay all persons who have contracts directly with the principal for labour and materials; if any, in connection with the work performed under the contract or any addition in or alternation thereto, or if the contract has not otherwise been rescinded by the Government under the provisions of clause 60 if general conditions of contract, then this obligation shall be null and void and of no effect, otherwise to remain in full force and effect and virtue.

- 5) The said surety, for value received, hereby stipulate and agree that no change in or in respect of any matter or thing concerning the said contract on the part of the Government or the Engineer-in-charge, extension in time, alteration in or addition to the terms of the contract between the Government and the contractor or to the extent and nature of the work to be construed, completed and maintained there under, or the specifications accompanying the same shall in any way affect its obligations to this guarantee and it does hereby waive notice of any change extension in time, alteration or addition to the terms of the contractor to the specifications.
- 6) The liability of the surety is irrevocable and shall in no case exceed the aggregate amount stated on the top of this guarantee which each surety binds itself and promises to pay the whole or any part of this amount on demand to the Executive Engineer

_____ Division _____

Without question and without reference to the principal. Provided that the notice of demand shall be given by the aforesaid Executive Engineer, in writing to the surety.

IN WITNESS WHEREOF, the above named principal and the surety have executed this instrument under its seal on this ___ day of 200 _____

The name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives pursuant to the authority of its Government body.

Principal (Contractor)

Address _____

Sureties 1 _____

Branch.

Bank of Pakistan Ltd. Or Bank of Punjab _____ Seale

DRAWINGS
Volume 02

**AMPHITHEATER
UNIVERSITY OF AGRICULTURE
FAISALABAD**

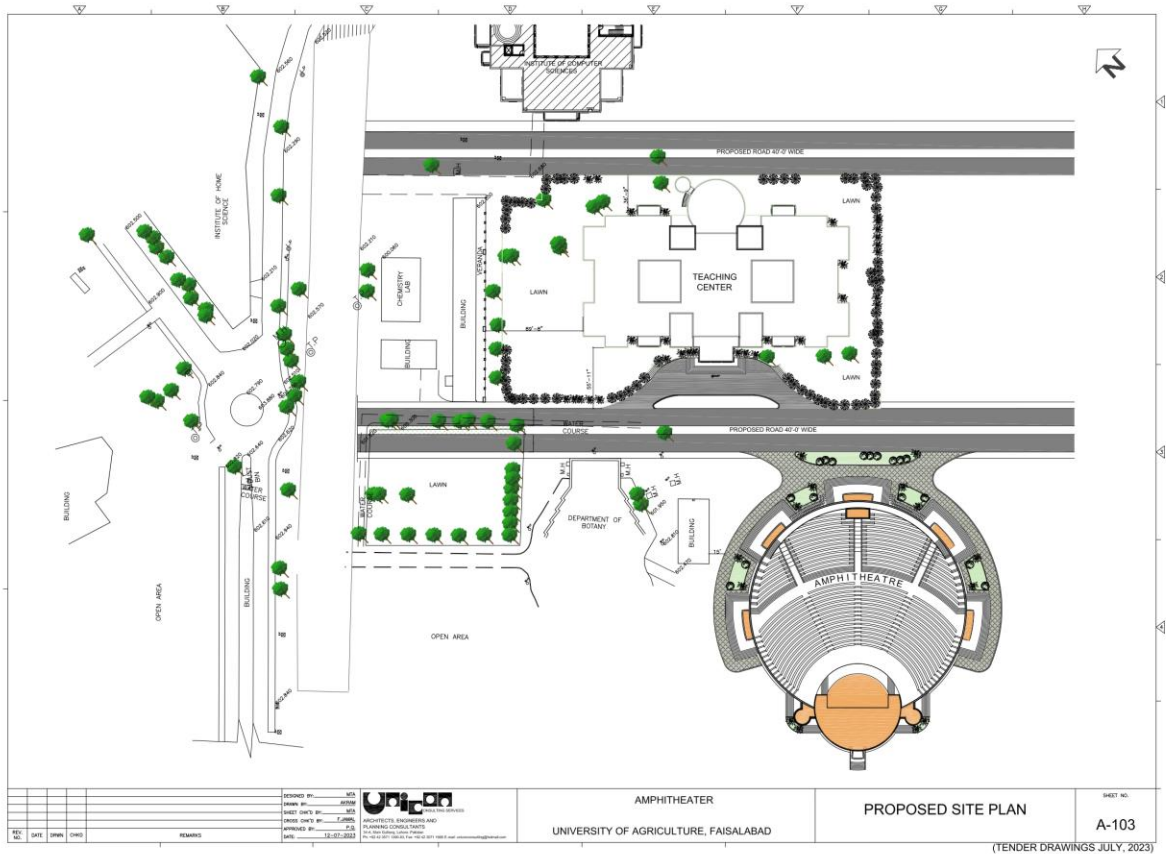


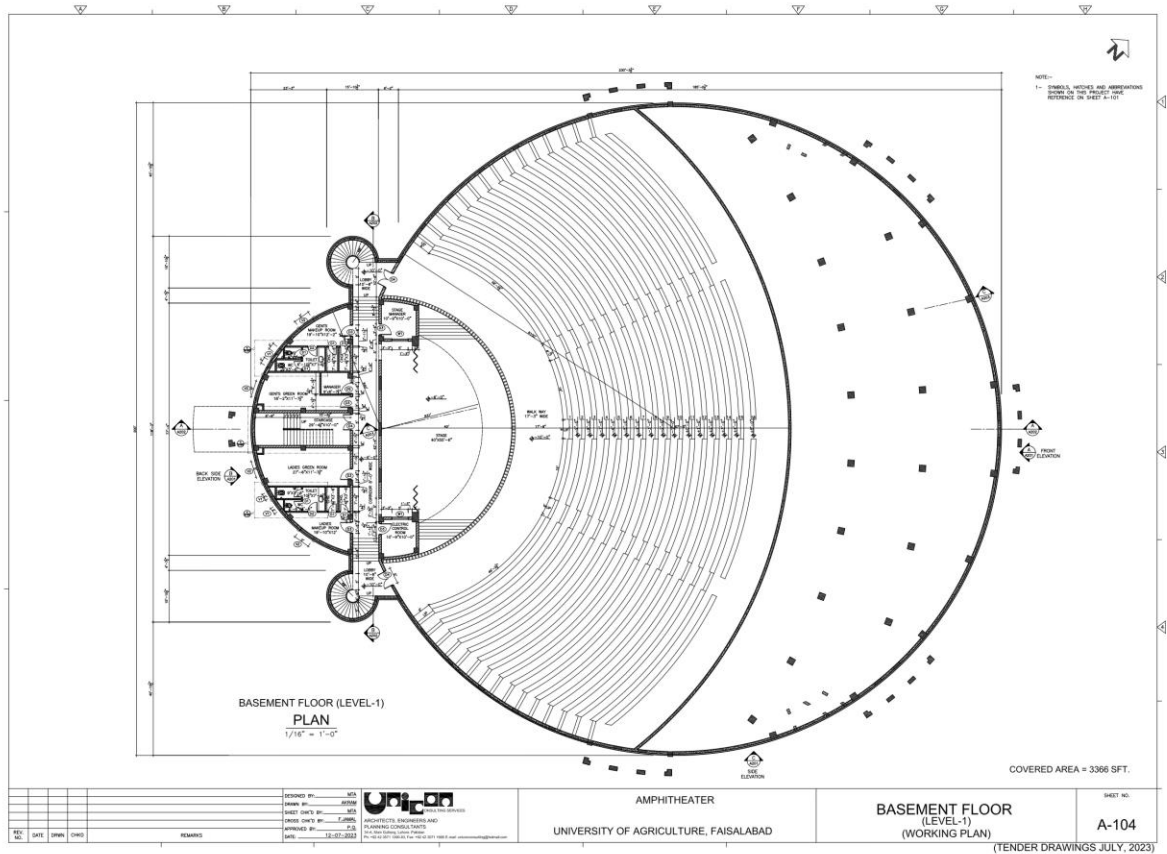
**TENDER DRAWINGS
JULY, 2023**

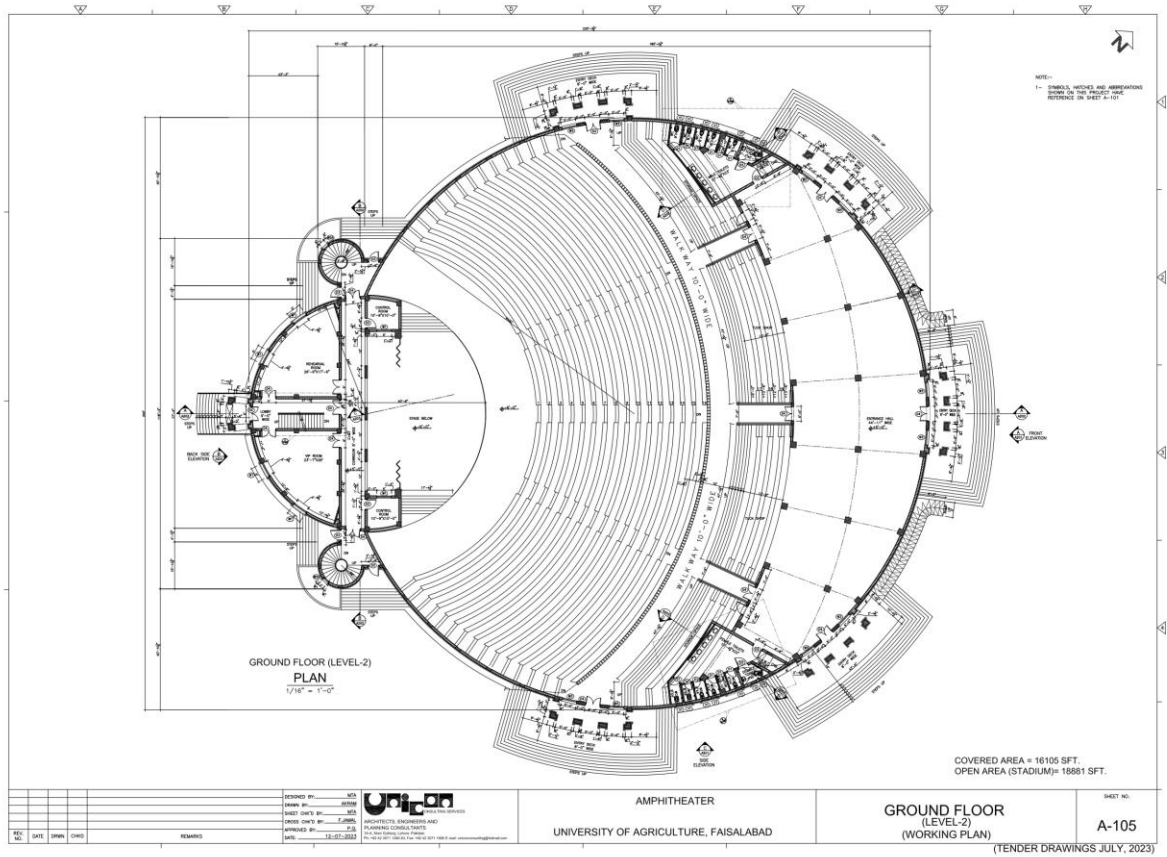
Unicon
ARCHITECTS, ENGINEERS AND
PLANNING CONSULTANTS
24-A, Main Gulberg, Lahore, Pakistan
Ph: +92 42 35711386/85, Fax: +92 42 35711586
E-mail: uniconconsulting@hotmail.com



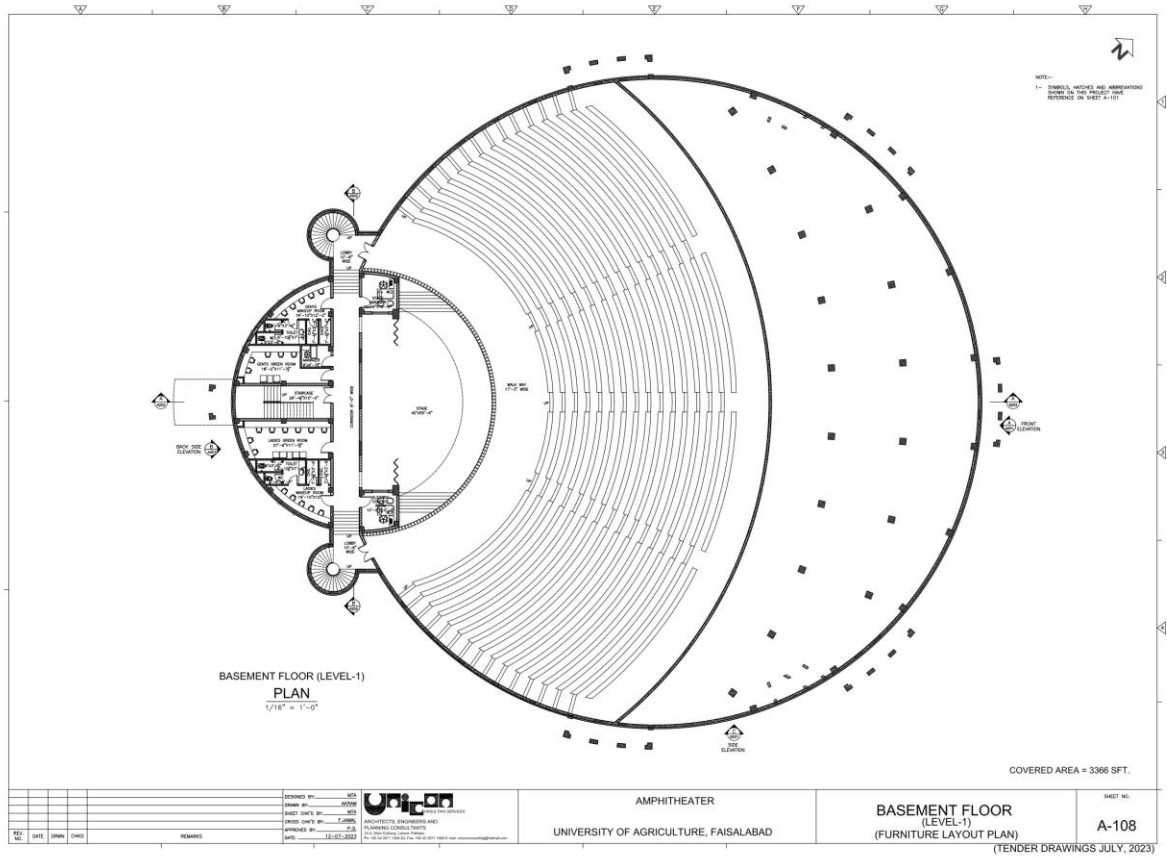
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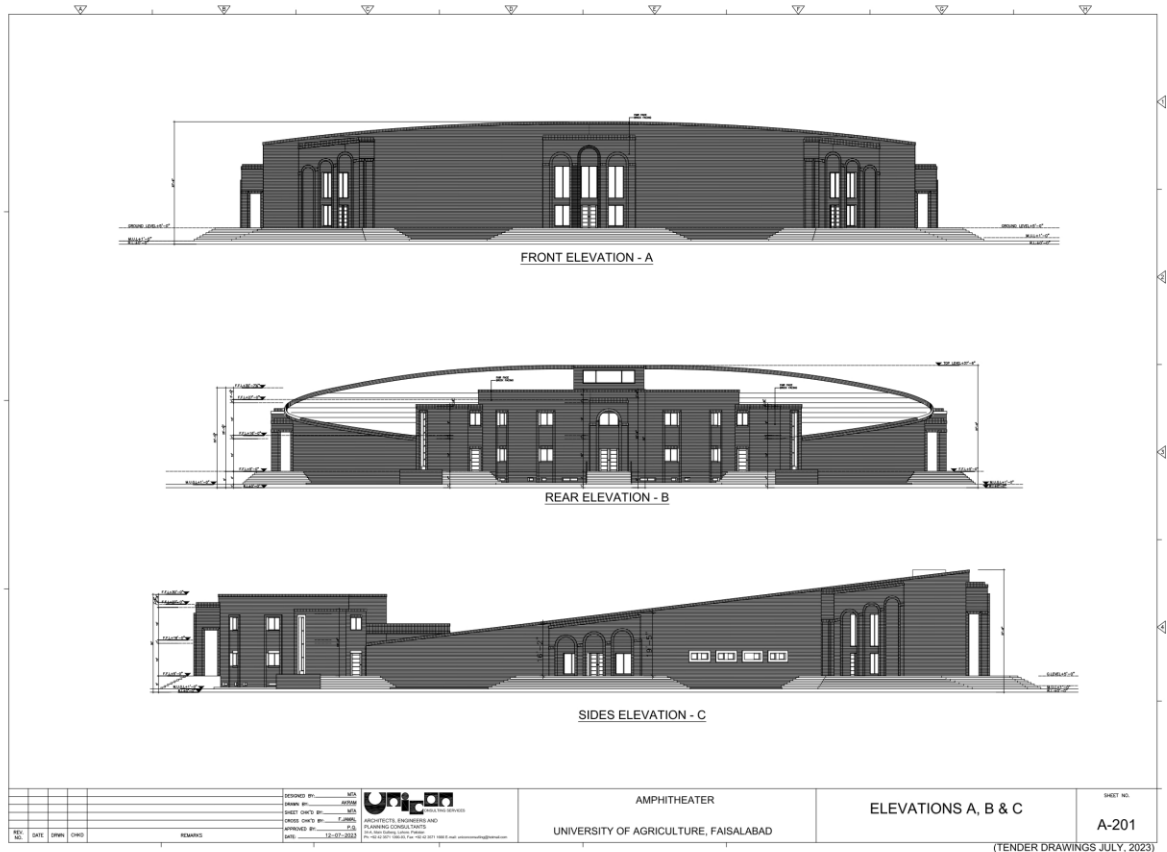


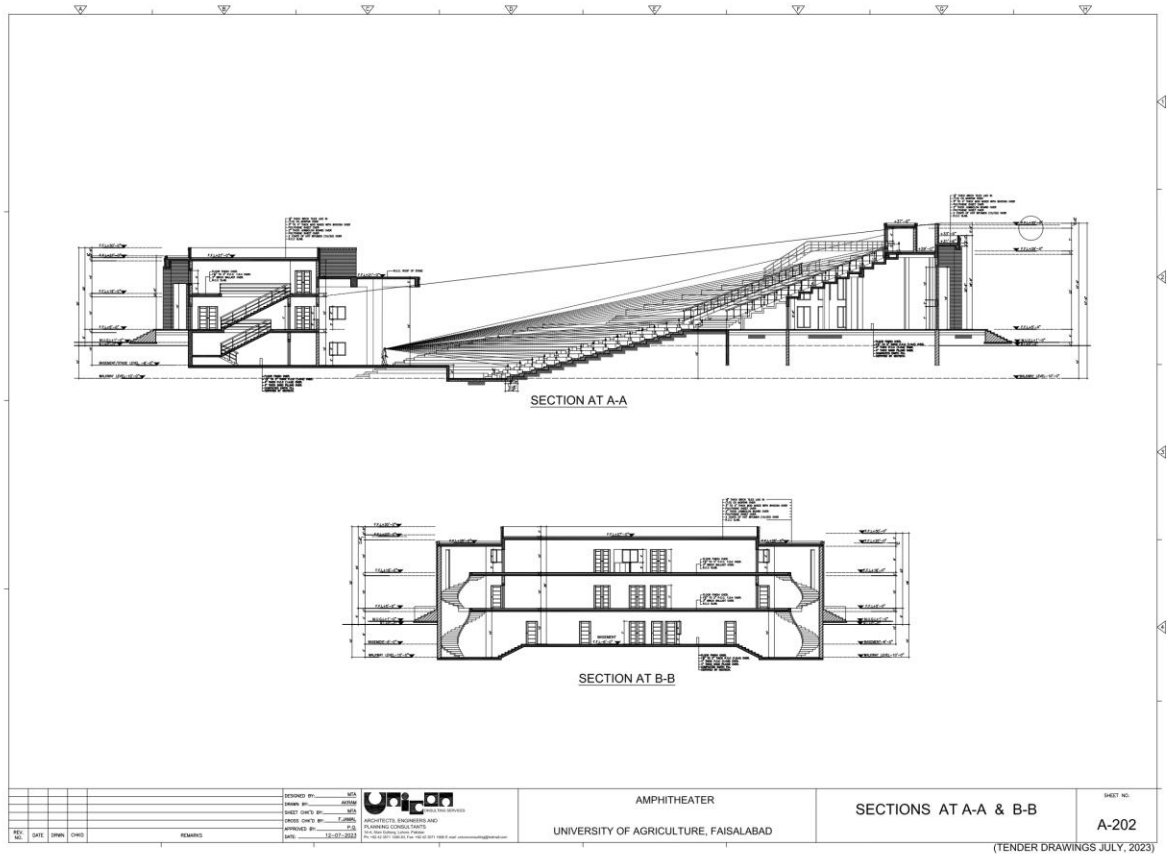


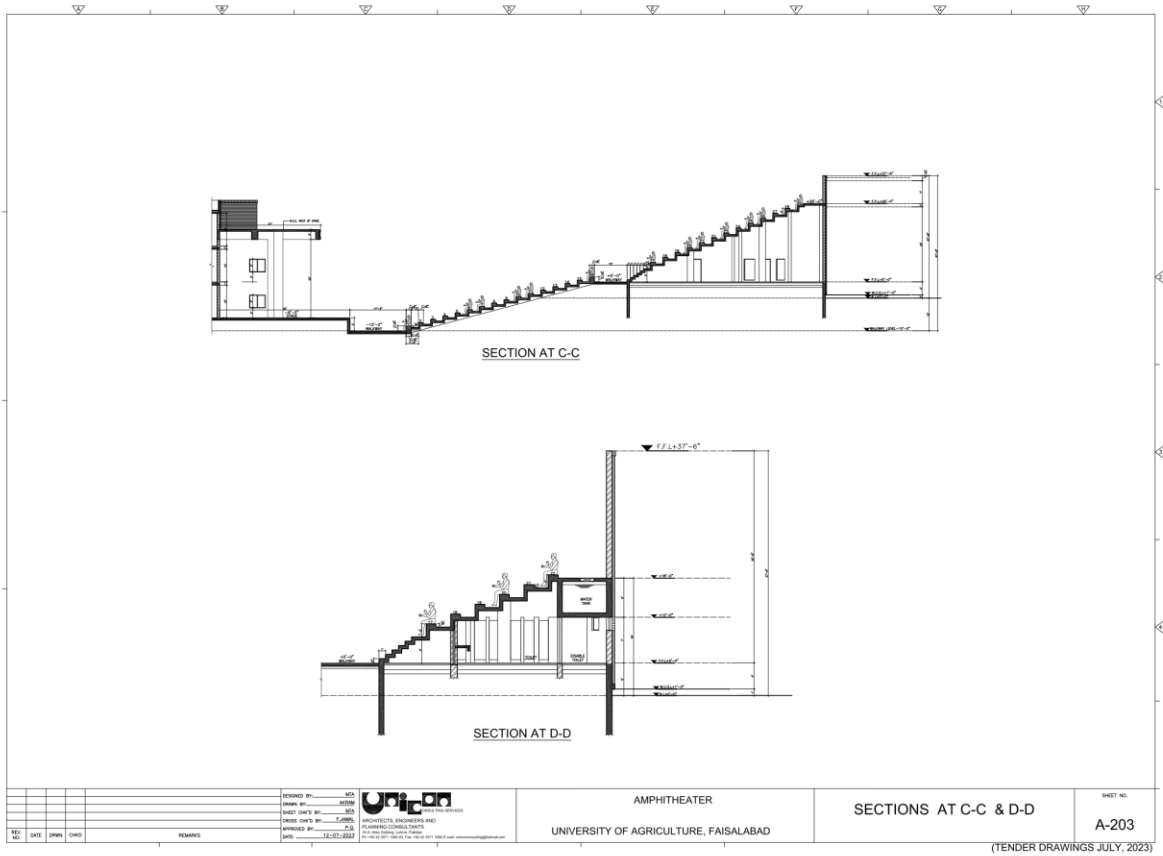












BILL OF QUANTITIES

Volume 03

(To Be Submitted In Financial / Price Bid)

UNIVERSITY OF AGRICULTURE, FAISALABAD

AMPHITHEATER SUMMARY OF COST

Sr. No.	Description	Amount (Rs.)
A)	Civil Work	
i)	Standardized Items	
ii)	Non Standardized Items	
B)	Electrification	
i)	Standardized Items	
ii)	Non Standardized Items	
	TOTAL	
	Add 5% Punjab Sales Tax (PRA)	
	GRAND TOTAL	

Amount in words: _____

UNIVERSITY OF AGRICULTURE, FAISALABAD					
AMPHITHEATER					
(SCHEDULE ITEMS)					
Sr.#	Description	Total Quantity	Unit	Contractor's Bid Amount	
				Rate (Rs.)	Amount (Rs.)
	<u>Building Civil Works</u>				
1	Excavation in foundation of building, bridges and other structure, including dagbelling, dressing, refilling, around the structure with excavated earth, watering and ramming lead up to one chain (30m) and lift up to 5 ft (1.5m).In ordinary soil. MRS FSD 2023 (Chapter 3, Item 21 (b), P.30)	366,021.92	1000 Cft		
2	Spraying termite proofing by using liquid FMC/ Biflex/ Terminex Exin/ Ms Hextar or equivalent @ specified suspension concentrate (SC), Mixing Ability-HEXTAR with Ratio (1:250) = 540 Sft or equivalent approved liquid applying with shower and certificate will be provided by the contractor for 10-years complete in all respect .as approved by the Engineer Incharge (MRS FSD 2023 (Chapter 26, Item 43, P.215)	73,333.83	P.Sft		
3	Cement concrete plain including placing,compacting, finishing and curingcomplete (including screening and washing of stone aggregate): MRS FSD 2023 (Chapter 6, Item 5 (i), P.41)	1,000.00	% Cft		
4	Cement concrete brick or stone ballast 1½ " to 2" (40 mm to 50 mm) gauge, in foundation and plinth:- (1:4:8) MRS FSD 2023 (Chapter 6, Item 3 (b), P.41)	18,614.75	% Cft		
5	Filling watering and ramming earth under floor. i) With surplus earth from foundation. MRS FSD 2023 (Chapter 3, Item 15, P.29)	17,600.00	1000 Cft		

6	Filling watering and ramming earth under floor. ii) With new earth excavated from out side lead upto one chain (30m) MRS FSD2023 (Chapter 3, Item 15, P.29)	11,500.00	1000 Cft		
7	Pacca brick work in foundation and plinth in cement sand mortar 1:5 MRS FSD 2023 (Chapter 7, Item 4, P.52)	28,097.65	% Cft		
8	Pacca brick work 1:5 c/s mortar in super structure (Ground Floor) MRS FSD2023 (Chapter 7, Item 5, P.53)	24,827.27	% Cft		
9	i) ---do--- in 1st Floor. MRS FSD2023 (Chapter 7, Item 6, P.53)	10,556.09	% Cft		
10	ii) ---do--- in 2nd Floor. MRS FSD 2023 (Chapter 7, Item 6, P.53)	1,100.00	% Cft		
11	Perforated pacca brick walling one brick thick, in ground Floor (1:4) MRS FSD 2023 (Chapter 7, Item 18, P.55)	5,299.64	% Sft		
12	i) ---do--- in 1st Floor. MRS FSD 2023 (Chapter 7, Item 19, P.55)	100.00	% Sft		
13	Providing and laying reinforced cement concrete (including prestressed concrete) using Ordinary portland Cement/ Sulphate resisting Cement / Slag Cement As may be, Required using coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.):-(a)(ii) Reinforced cement concrete in slab of rafts / strip foundation, base slab of column and retaining walls; etc and other structural members other than those mentioned in 6(a) (i) above not requiring form work (i.e. horizontal shuttering) complete in all respects:-- Type C (nominal mix 1: 2: 4) MRS FSD 2023 (Chapter 6, Item 6, P.42)	33,829.53	P.Cft		

A	Providing and laying reinforced cement concrete (including prestressed concrete), using Ordinary portland Cement/ Sulphate resisting Cement / Slag Cement As may be Required coarse coarse sand and screened graded and washed aggregate, in required shape and design, including forms, moulds, shuttering, lifting, compacting, curing, rendering and finishing exposed surface, complete (but excluding the cost of steel reinforcement, its fabrication and placing in position, etc.):- (a) (i) Reinforced cement concrete in roof slab, beams, columns lintels, girders and other structural members laid in situ or precast laid in position, or prestressed members cast in situ, complete in all respects:- (3) Type B (nominal mix 1: 1.5: 3) MRS FSD 2023 (Chapter 6, Item 6, P.42)	67,629.69	P.Cft		
A	---do--- in 1st Floor. (Extra Labor) MRS FSD 2023 (Chapter 6, Item 6 (d), P.42)	15,611.63	P.Cft		
A	---do--- in 2nd Floor. (Extra Labor) MRS FSD 2023(Chapter 6, Item 6 (d), P.42)	200.00	P.Cft		
14	Fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labor charges for binding of steel reinforcement (also includes removal of rust from bars):- (c) Deformed bars (Grade-60) MRS FSD 2023 (Chapter 6, Item 12, P.45)	343,729.52	% Kg		
15	Supplying and filling of sand under floors or plugging in wells. MRS FSD 2023 (Chapter 10, Item 3, P.68)	419,881.87	% Cft		
16	Providing, laying, watering and ramming brick ballast 1½" to 2"(40 mm to 50 mm) gauge mixed with 25% sand, for floor foundation, complete in all respects. MRS FSD 2023 (Chapter 10, Item 4, P.68)	2,487.42	% Cft		

17	Cement concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate) (f) Ratio 1:2:4. MRS FSD 2023 (Chapter 6, Item 5, P.41)	3,329.00	% Cft		
18	Cement plaster 3/8" (10 mm) thick under soffit of R.C.C. roof slabs only, upto 20' height. (b) Ratio 1:3 MRS FSD 2023 (Chapter 11, Item 10, P.76)	5,000.00	% Sft		
19	Cement sand plaster ratio (1:4) 3/4" thick on wall upto 20' height. MRS FSD 2023 (Chapter 11, Item 9c, P.76)	52,972.25	% Sft		
20	Cement sand plaster ratio (1:4) 1/2" thick on wall upto 20' height. MRS FSD 2023 (Chapter 11, Item 9b, P.76)	1,000.00	% Sft		
21	Extra for lime, mud or cement plaster and pointing from 100 Sft. 463.60 - Sq.m 49.90 - 20' (6.00 m) and above for each additional 10' (3.00 m) height or part thereof.	25,840.00	% Sft		
27	Extra cost for making hole in Marble slab for fixtures, Sink, burners, basin Vanities i/c cost of bevelling of internal edge as approved and directed by the Engineer Incharge (MRS FSD 2023 (Chapter 10, Item 50, P.74)	12.00	Each		
29	Providing and fixing 2" wide MS/ GI Chowkat singel/double rebate made of 16 SWG MS sheet pressed/welded / supported with M.S. flat 1- 1/4"x1/8" i/c 6"long M.S. Flat 1"x1/8"hold fasts (6-Nos) welded/ screwed, punching of lock hole covered with MS Box,coating with antirust paint including filling with cement sand mortar (1:8) and embedding hold fast in cement concrete (1:2:4) ,complete in all respect as approved and directed by Engineer Incharge (MRS FSD 2023 (Chapter 12, Item 17, P.83/84)				
	(ii) 10.50 " wide	1,141.00	P.Sft		
	iii) 5.5 " wide	532.00	P.Sft		

31	Providing and laying roof insulation, comprising of single layer of tiles 9"x4½"x1½" (225x113x40 mm) grouted with cement sand mortar 1:3 laid over 2" (50 mm) thick earth (including mud plaster) over thermopore sheet, over polythene sheet 300 gauge over a layer of bitumen, complete in all respects: (MRS FSD 2023 (Chapter 9, Item 35, P.64))				
	iii) Thermopore sheet 1" (25 mm) thick	7,098.58	% Sft		
32	Khuras on roof 2'x2'x6" (600 x 600 x 150 mm) MRS FSD 2023 (Chapter 9, Item 15, P.63)	15.00	Each		
TOTAL AMOUNT (Rs.) =					

UNIVERSITY OF AGRICULTURE, FAISALABAD					
NON SCHEDULED WORKS (CIVIL)					
AMPHITHEATER					
NOTE: For Rate Analysis of NS Items; Input Material & Labor Rates of Faisalabad (2023) have been used.					
				Contractor's Bid Amount	
Sr.#	Description	Total Quantity	Unit	Rate (Rs.)	Amount (Rs.)
	<u>Building Civil Works</u>				
1	Clearing and grubbing of building area, dressing, compaction upto required modified AASHTO dry density and removal of trees, shrubs, roots etc. Including dismantling of existing one-storey structure old store room near the proposed building at the site. Including stacking or disposing off the surplus material out side the Project limit as per instructions of the Engineer Incharge. This includes all related civil works to be involved in demolishing.	1.00	Job		
TOTAL AMOUNT (Rs.) =					

AMPHITHEATRE
ELECTRICAL WORKS

A.	<u>SCHEDULE ITEMS</u>				
Sr. No.	Description	Qty	Unit	Rate	Amount
3/24	Supply and erection of PVC pipe for wiring recessed in walls, including inspection boxes, pull boxes, hooks, cutting jharries, and repairing surface, etc, complete with all specials.				
ii)	20mm i/d.	2670	Meter		
iii)	25mm i/d.	2750	Meter		
iv)	32mm i/d.	60	Meter		
vi)	50mm i/d.	105	Meter		
6/24	Supply and erection PVC pipe for recessed wiring (main and sub-main) purpose, including bends, specials, etc, in floor, wall or trenches.				
i)	50mm i/d.	85	Meter		
ii)	80mm i/d.	80	Meter		
17/24	Supply and erection of M.S. sheet box of 16 SWG, 10 cm (4") deep, with 4.75 mm thick (3/16") bakelite sheet top, for recessed wiring, including making holes for regulators, switches, plugs, etc.				
i)	10x10 cm (4"x4")	170	Each		
ii)	17.5 x 10 cm (7"x4")	13	Each		
51/24	Supply and erection of roof suspension hook of M.S plate 75x40x12.7mm (3"x1½" x ½") with 16 mm (5/8") hook complete with bolts, nuts and fixing with cement concrete 1:3:6.	36	Each		
	Total Rs:-				

**SPECIFICATIONS-
TECHNICAL PROVISIONS
REFER TO VOLUME 04
(STANDARDS SPECIFICATION
FOR EXECUTION OF BUILDING
WORKS)**