



UNIVERSITY OF AGRICULTURE, FAISALABAD

BIDDING DOCUMENT

**Procurement of Civil Works
EXTERNAL DEVELOPMENT OF STUDENT FACILITATION AT PARS
CAMPUS, UNIVERSITY OF AGRICULTURE, FAISALABAD**

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**INVITATION
FOR
BIDS**

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INVITATION FOR BIDS

TENDER NOTICE NO.04-2024

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

Date of Receiving and Opening: 16-07-2024			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	External Development of student facilitation at PARS Campus, University of Agriculture, Faisalabad	6.92	138,400/-	1,500/-	01- Month

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.
 - i. Registration Certificate with Federal Board of Revenue.
 - ii. Registration Certificate with Punjab Revenue Authority.
 - iii. Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 - iv. Registration Certificate with Pakistan Engineering Council in relevant Category.
 - v. Status of Firm (Sole Proprietorship, Partnership, Company etc)
 - vi. Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 - vii. Bank Statement providing necessary information about Firm’s Bank Account.
 - viii. List and brief detail of Completed and In-Hand Projects of similar nature.
 - ix. List of Name and Designation of Owner/Directors of Firm.
 - x. Professional Tax Certificate.
4. Any shortage of above documents will lead to In-Eligibility and the bidder will be declared as **Non-Responsive**.
5. 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.
6. 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.
7. 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.
8. 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

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**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 Bid Data Sheet.

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-6 or above as Constructor in Pakistan Engineering Council (PEC).
 2. Registration Certificate with Federal Board of Revenue.
 3. Registration Certificate with Punjab Revenue Authority.
 4. Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
 5. Registration Certificate with Pakistan Engineering Council in relevant Category.
 6. Status of Firm (Sole Proprietorship, Partnership, Company etc)
 7. Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
 8. Bank Statement providing necessary information about Firm’s Bank Account.
 9. List and brief detail of Completed and In-Hand Projects of similar nature.
 10. List of Name and Designation of Owner/Directors of Firm.
 11. Professional Tax Certificate.
 12. 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. No single tender shall include more than one work. A tenderer who wishes to tender for two or more works shall submit tender for each work, separately.

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

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outcome of the bidding process. The tenderer will not be reimbursed for any costs of any kind, whatsoever, incurred in connection with the preparation and submission of his tender.

- 5.2 The tenderer shall note that the ultimate responsibility for the quality of work and its conformity with the specifications and drawings rests solely with the successful bidder whose tender is accepted.

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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.
- 6.3 The tenderer shall at his own expense, inspect and examine the site and surroundings and obtain for himself, on his own responsibility, all information that may be necessary for preparing the tender and entering into contract, and shall determine and satisfy himself by such means as he may consider necessary or desirable as to all matters pertaining to the tender. The tenderer shall also satisfy himself before submitting his tender as to the nature of grounds, hydrological and climatic conditions, the form and nature of the site, the nature and lay out of the terrain, the availability of labour, water, electric power and transportation facilities in the area. The tenderer shall specially investigate into the sources of materials to be used for the works and satisfy himself about the quality and quantities of materials available for the completion of the work and the means of access to the site, the accommodation he may require and, in general, shall himself obtain all necessary information, as to the risks, contingencies and other circumstances which may influence or affect his tender. The Engineer-in-charge shall not assume any responsibility regarding information gathered, interpretation or deduction which the tenderer may arrive at, from the data that may be furnished with the contract documents.

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. Form of Bid & Appendices to Bid, including a Certificate that the bidder is not blacklisted by any Procuring Agency.
 6. Bill of Quantities (Appendix-A to Bid).
 7. 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

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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

In case tenders are called on item rate basis, the tenderer shall quote his own unit rate in the bid schedule on which he is willing to undertake each item of work.

- 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. If a unit rate is left blank, but the amount against the item is filled, the unit rate will be worked out on the basis of the amount divided by the quantity of the item shown in the bid schedule
- 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.
- 12.4 The tenderer shall work out the amount against each item of work in the bid schedule and will indicate the total amount of his tender on which he is willing to complete the works. The total amount worked out in the bid schedule shall be entered by the tenderer in his tender as his tender price for the work in case of discrepancy between amounts in figures and in words the amount in words shall prevail.
- 12.5 Should any discrepancy be found in the amount of pay items or if a column of amount is found blank after filling in a unit rate, the unit rate filled by the tenderer will be extended in working out of the amount of the tender and the total amount of the bid schedule will be adjusted accordingly.
- 12.6 If it is found that the tenderer has not entered any unit rate and amount against any of the pay items of the bid schedule, the Engineer-in-charge shall fill in the blanks by noting the word "Nil" in such blanks at the time of opening of the tender. Such pay items shall be deemed to be covered by the rates of other items.
- 12.7 If the tenderer does not accept the adjusted/corrected amount of tender according to the above provision, his tender shall be rejected and the earnest money forfeited.
- 12.8 The tender which proposes any alteration in the works specified in the bid schedule or in the time allowed for carrying out the works or in any other condition mentioned by the Engineer- in-charge, will be liable to rejection. The tenderer shall sign each and every page of the tender and contract documents, without making any alteration. All enclosures issued with the contract documents, shall be attached with the tender duly signed by the tenderer. Any addition or alteration made after filling the form shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection.
- 12.8.1 The tenderer shall fill in the tender documents in ink: Errors, if any, shall be scored out and corrections rewritten legibly and attested by the tenderer. Any addition or alternation made after filling the form

shall be duly attested by the tenderer. Non-compliance of this condition shall render the tender liable to rejection. Any tender with unattested correction shall be attested by the tenderer in the presence of other tenderers at the time of opening of the tender except that no correction shall be permissible in the rate or amount of the bid schedule or in the tendered price after the opening of the tender.

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, 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 furnished in the form of Deposit at Call.
- 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,

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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".

18.5 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) The Technical and Financial Bids shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the bids 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 PROCEDUR

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.

I-13

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.

I-14

- 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.

I-15

- 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/ Work Order. On submission of Performance Security, the bid security of the successful bidder may be returned.

I-16

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

Contractor

(18)

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:
External Development of student facilitation at PARS Campus, University of Agriculture, Faisalabad
Estimated Cost:- Rs. 6.92 Million
Time Duration:- 01-Month
- 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) Proposed Construction Schedule (appendix –B)
- (g) Method of Performing the Work (appendix –C)
- (h) Availability of Critical Equipment (appendix –D)
- (i) Organization Chart for Supervisory Staff (appendix –E)
- (j) Integrity Pact (appendix –F)
- (k) Financial Competence and Access to financial Resources (appendix –G)
- (l) Past Performance, Current Commitment, Qualification and Experience (appendix –H)

BDS-3

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

- (a) Letter of Financial Bid
- (b) Bill of Quantities (appendix –A)

BDS-4

- 13.1 *Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require.*
- 14.1 Period of Bid Validity:
60 days
- 15.1 Amount of Bid Security:
Rs. 138,400/-
- 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 Bid and One Original Financial Bid
- 19.2(a) Employer's address for the purpose of Bid submission:
Executive Engineer, Engineering Construction Department (Projects), University of Agriculture, Faisalabad
- 20.1(a) Deadline for submission of bids:
July 16, 2024 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
 On July 17, 2024 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:

1. Category C-6 or above as Constructor in Pakistan Engineering Council (PEC).
2. Annual Turnover of Rs 5.0 Million above.
3. List and brief detail of Completed and In-Hand Projects of similar nature.
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. Registration Certificate with Federal Board of Revenue.
7. Registration Certificate with Punjab Revenue Authority.
8. Registration Certificate of Security & Exchange Commission of Pakistan or Register of Firms (where applicable).
9. Registration Certificate with Pakistan Engineering Council in relevant Category.
10. Status of Firm (Sole Proprietorship, Partnership, Company etc.)
11. Affidavit on Stamp Paper of PKR100/- about Non-Blacklist and Non- Litigation.
12. Bank Statement providing necessary information about Firm's Bank Account.
13. List of Name and Designation of Owner/Directors of Firm.
14. Professional Tax Certificate.
15. Proposed Construction Schedule
16. Method of Performing the Work

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**

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.....

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

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
				Rupees in figures	Rupees in words	
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
201	Refer to Volume – 3 Bill of Quantities					
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
301	Refer to Volume – 3 Bill of Quantities					
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
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
401	Refer to Volume – 3 Bill of Quantities					
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
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Refer to Volume – 3 Bill of Quantities					
502						
503						
504						
505						
506						
Total for Bill No. 5						_____
Carried forward to Summary Page)						

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					

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 x working capital + Project/General {to be decided by the procuring agency} specific lines of credit* – 40% of current contract commitments] ≥ 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 5.0 Million. Calculated as total certified payments received for contracts in progress or completed, within the last 02 years.	

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 02 years prior to the bid submission deadline.		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
List and brief detail of Completed and In-Hand Projects of similar nature.		

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
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.								

FORMS

CONTRACT AGREEMENT

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 witnesses 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/ Work Order;
 - (c) The completed Form of Bid (Technical & Financial);
 - (e) The Special Conditions of Contract – Part II;
 - (f) The General Conditions – Part I;
 - (g) The Drawings;
 - (h) The priced Bill of Quantities (Appendix-A to Bid);
 - (i) The completed Appendices to Bid;
 - (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

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

Contractor

Executive Engineer

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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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

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. _____

Grand Total. Total cost of /item rates.

Rs. _____

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 ^{Documents mutually explanatory} 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

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 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.
- i. 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.

ii. 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.

iii. 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
sdrawings
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 expenses to make or cause to be made

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
specification
s, 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 Action 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 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.

Clause 30:

compensation payable in cases of bad work Stores to be supplied by Government

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

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.

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 completed within the time stated in the memorandum or such extended time as be

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 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

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.

- 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-

Period of
maintenanc
e

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.

- 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.

Cost of execution of works of repair etc.

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.

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.

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

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.

- c) 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

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

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.

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= x VOW x (CPD-BPD) / 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=□ x VOW x (CLR-BLR) / 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.

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:-

Clause 61:

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.

Clause 62:

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

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

- 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.

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, constructional 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

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.

Clause 64:

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

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.

Clause 65:

SETTLEMENT OF DISPUTES

Procedure
in dis-
agreement.

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.

Increase in amount of claim once preferred not allowed

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

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

A reference to arbitration shall be made by the contractor in writing not later than three months 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.

a)

Disputes which may be referred to arbitration shall be limited to:-

Disputes for arbitration limited.

- 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.

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 Rule of 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

Arbitration

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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
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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	
(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 the day 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 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.
- 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

BILL OF QUANTATIES

Volume 03

(To Be Submitted In Financial / Price Bid)

**EXTERNAL DEVELOPMENT OF STUDENT FACILITATION AT PARS CAMPUS,
UNIVERSITY OF AGRICULTURE, FAISALABAD**

SUMMARY OF COST		
Sr.#	Description	Amount (Rs.)
A)	Public Health Works	
B)	Electrical Works	
	TOTAL	
	Add 5% PRA	
	GRAND TOTAL	

Amount in Words: _____

EXTERNAL DEVELOPMENT OF STUDENTS FACILITATION CENTER AT PARS CAMPUS
UNIVERSITY OF AGRICULTURE, FAISALABAD.

Abstract of Cost					
Sr. No.	Description	Quantity	Unit	Rate Quoted by Contractor	Amount (Rs.)
	PUBLIC HEALTH WORKS				
1	Earthwork excavation in open cutting for sewers and manholes as shown in drawings including shuttering and timbering, dressing to correct section and dimensions according to templates and levels, and removing surface water, in all types of soil except shingle, gravel and rock:-i)0 ft. to 7.0 ft. (0 to 2.10 m) depth	2250.00	%o Cft		
2	Providing and laying R.C.C. pipe, moulded with cement concrete 1:1½:3, with spigot socket or collar joint, etc. including cost of reinforcement, conforming to B.S. 5911: Part I: 1981, Class "L" including carriage of pipe from factory to site of work, lowering in trenches to correct alignment and grade, jointing, cutting pipes where necessary, finishing and testing, etc., complete iii) 225 mm (9:) i/d	250.00	P.Rft		
3	Const. of main hole size (3'-0"x3'-0"x up to 5') inside with 4" thick R.C.C slab on top, i/c excavation, P.C.C (1:4:8) 6" thick, brick work 9" thick in 1:4 C/S inside & outside plaster in 1:4 cement sand mortar, i.c benching & hunching of PCC (1:2:4) 3" thick complete as per drawing & design	5.00	Each		
4	Constructing gully grating chamber, 12"x12", (300x300mm) complete in all respects:	2.00	Each		
5	Providing and fixing 6" thick R.C.C. manhole cover with tee shaped C.I. frame of 22" I/d (frame weighing 37.324 Kg. or one maund as per Standard Drawing STD/PD No. 6, of 1977, complete in all respect	5.00	Each		
6	Rehandling of earthwork:a)Lead upto a single throw of Kassi, phaorah or shovel	2250.00	%o Cft		
7	Earthwork in ordinary soil for embankments lead upto 100 ft. (30 m), including ploughing and mixing with blade grade or disc harrow or other suitable equipment, and compaction by mechanical means at optimum moisture content and dressing to designed section, complete in all respects:- 95% to 100% maximum modified AASHO dry density	11940.00	%o Cft.		
8	Transportation of earth all types when the total distance including the lead covered in the item of work, is more than 1000 ft. lead up to 6-mile	11940.00	%o Cft.		
9	Providing and laying sub-base course of stone product of approved quality and grade, including placing, mixing, spreading and compaction of sub-base material to required depth, camber, grade to achieve 100% maximum modified AASHO dry density, including carriage of all material to site of work except gravel and aggregate. ii) Crushed stone aggregate.	870.00	% Cft.		

10	Cement concrete plain including placing, compacting, finishing and curing complete (including screening and washing of stone aggregate): Ratio 1: 3: 6	925.00	% Cft.		
11	Carriage of 100 Cft of all material like stone aggregate, Spawl kankar lime surkhi etc or 150 Cft of timber by truck or by any other means owned by the contractor lead up to 79 Km.	1904.00	% Cft.		
12	Providing/fixing Gas waterheater (Geyser) of specified capacity, comprising of water tank made of 14 SWG steel sheet and cover with 20SWG MS sheet, best quality make of Corona/Ambassador / Super Asia/ Canonor approved equivalent manufacturer i/c the cost of non return valve, imported thermostate, G.I. accessories, safety valve and making connection with existing water supply pipeline complete in all respects as approved and directed by the Engineer Incharge. 35 Gallons	2.00	Each		
Total:					
ELECTRICAL WORKS					
1	Excavation of trenches in all kinds of soil, except cutting rock, for watersupply pipelines upto 5 ft. (1.5 m) depth from ground level, including trimming, dressing sides, leveling the beds of trenches to correct grade and cutting pits for joints, etc. complete in all respects. (2'x3'x1100')= 6600 Cft	6600.00	%o Cft		
2	Dry brick paving laid flat, sand grouted, including preparation of bed by watering, ramming and bringing the same to proper camber. (0.75x1100')= 825 Sft	825.00	% sft		
3	Rehandling of earthwork: Lead upto a single throw of Kassi, phaorah or shovel (2'x3'x1100')= 6600 Cft	6600.00	%o Cft		
4	S/E of copper conductor cables for service connection, in pre-laid pipe/G.I. wire/trenches, etc. (rate for cable only):- PVC insulated, PVC sheathed 4 Core, 600/1000 volt armoured cable:- 50 mm sq	1160.00	P.Rft		
5	P/F wall mounted DB (Distribution Board) made with 16SWG Sheet (Recessded / Surfacemounted 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) 12" deep 160~200A	6.00	P.Cft		
6	Supplying ,Installation and commissioning of MCCB (Moulded Case Circuit Breaker) of specified rating made of LEGRAND FRANCE/ GEU.S.A / SCHNEIDER GERMANY / TERASAKI JAPAN / ABB SWITZERL or approved equivalent manufacturer (with adjustable Thermal-Magnetic Trip) in pre-laid DB sand Panels i/c the cost of screws, necessary wire complete in all respect as approved and directed by the Engineer Incharge. Four Pole With Adjustable Thermal-Magnetic Trip/Electronic Trip (40-100%) 200-630 Amp (36 KA)	2.00	Each		

7	Earthing supply and installation commissioning and testing of the earthing system i/c cost of flowing excavation and refilling charges of earth pit upto 100 Rft. Depth 1 (one) core copper rod size 1"x10 feet long, two copper conductor 70mm sq. to be drawn up to earth connecting point in G.I pipe 50 mm dia all G.I pipe accessories charcoal and lime mixture to be packed 300mm all around the vertical and horizontal plate, legs, thimbles, brass nuts and bolts const. of inspection.	1.00	Each		
8	S/E of copper conductor cables for service connection, in prelaid pipe/G.I. wire/trenches, etc. (rate for cable only):- PVC insulated, PVC sheathed 4 Core, 600/1000 volt armoured cable:- 25 mm sq	930.00	P.Rft		
9	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. 25 mm dia	298.00	P.Rft		
10	Supply and erection of single core PVC insulated, PVC sheathed copper conductor, 250/440 volts grade cable (BSS-2004), in prelaid PVC pipes/M.S. conduit/G.I. pipe/wooden strip batten/wooden casing and capping/trenches, etc. (rate for cable only) 7/0.044"	596.00	P.Rft		
					Total:

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