

SHAHEED BENAZIR BHUTTO UNIVERSITY SHERINGAL DIR UPPER KHYBER PAKHTUNKHWA PAKISTAN.

- **BUILDING ITEM:-** CONSTRUCTION OF MICRO HYDEL POWER
- **PROJECT NAME:-** DEVELOPMENT OF UNIVERSITY OF DIR SHERINGAL.
- **SPONSORING AGENCY:** HIGHER EDUCATION COMMISSION ISLAMABAD.
- **FUNDING AGENCY:** PLANNING COMMISSION, GOP.

BIDDING DOCUMENTS

Volume-I



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INSTRUCTIONS TO BIDDERS (ITB)

(Note: These Instructions to Bidders along with **Bidding Data (BD)** will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

ITB.1 Scope of Bid

- 1.1 The Employer as defined in the **Bidding Data** hereinafter called "the Employer" wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the **Bidding Data** hereinafter referred to as the "Works".
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

ITB.2 Source of Funds

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

ITB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified / enlisted with the Employer.

ITB.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 submits or participates in more than one bid (other than alternatives pursuant to Clause ITB.16) will be disqualified.

ITB.5 Cost of Bidding

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

ITB.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

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responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

ITB.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 ITB.9.
1. Instructions to Bidders.
 2. Bidding Data.
 3. General Conditions of Contract, Part-I (GCC).
 4. Particular Conditions of Contract, Part-II (PCC).
 5. Specifications - Special Provisions.
 6. Specifications - Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Quantities (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Contract Agreement.
 11. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 12. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause ITB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

ITB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline 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.

ITB.9 Amendment of Bidding Documents

- 9.1 At any time 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 Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 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 ITB.20.

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C. PREPARATION OF BIDS

ITB.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 **Bidding Data** and Particular 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.

ITB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) Update the information indicated and listed in the **Bidding Data** and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
 - (i) Evidence of access to financial resources along with average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment.

and

- (c) Furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff

 and other pertinent information such as mobilization programme etc;

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) one of the joint venture partners shall be nominated as being in charge; 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 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

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the terms and Conditions of Contract 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 Contract Agreement (in case of a successful bid); and
 - (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it 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. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.
- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

ITB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

ITB.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. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign

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Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 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 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

ITB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the **Bidding Data** after the Date of Bid Opening specified in Clause ITB.23.
- 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. 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 ITB.15 in all respects.

ITB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the **Bidding Data** in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 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 Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 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; or
 - (ii) Sign the Contract Agreement.

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ITB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

ITB.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 **Bidding Data**. 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 Sub-Clause 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 ITB.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.

ITB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid 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 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the **Bidding Data**, of the documents comprising the bid as described in Clause ITB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

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- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

ITB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address provided in the **Bidding Data**;
 - (b) bear the name and identification number of the contract as defined in the **Bidding Data**; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the **Bidding Data**.
- 19.3 In addition to the identification required in Sub- Clause 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 ITB.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.

ITB.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 **Bidding Data**.
- (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.

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- (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 ITB.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.

ITB.21 Late Bids

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

ITB.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 ITB.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 Sub-Clauses 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 ITB.15.

E. BID OPENING AND EVALUATION

ITB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause ITB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the **Bidding Data**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause ITB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

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- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

ITB.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 bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, 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 fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

ITB.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 ITB.28.

ITB.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; and
 - iv. conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

A material deviation or reservation is one;

- i. which affect in any substantial way the scope, quality or performance of the Works;
 - ii. which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or
 - iii. adoption/ rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

ITB.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:

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- (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.

27.2 The amount stated in the Form of 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 Sub- Clause 15.6(b) hereof.

ITB.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 ITB.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 ITB.27;
- (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; 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 ITB.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

ITB.29 Award

29.1 Subject to Clauses ITB.30 and ITB.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 ITB.3 and qualify pursuant to Sub-Clause ITB 29.2.

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- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors 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 therefor in writing. They shall form part of the records of that bid evaluation report.

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

- 30.1 Notwithstanding Clause ITB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, 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.

ITB.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, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 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.
- 31.3 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.

ITB.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 **Bidding Data** and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause ITB.32.1 or Clauses ITB.33 or ITB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

ITB.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.

Seal and Signature of Bidder M/S_____

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.

ITB.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 Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

ITB.35 Integrity Pact

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

ITB.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.

Seal and Signature of Bidder M/S_____

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Seal and Signature of Bidder M/S_____

BIDDING DATA (BD)

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders (ITB).

BD.1 Scope of Bid**1.1 Name and address of the Employer:**

*The Vice Chancellor
Shaheed Benazir Bhutto University
Sheringal, Dir Upper*

1.2 Name of the Project/Work:

*“Construction of Civil works for Micro Hydel Power” at Shaheed Benazir Bhutto University,
Sheringal Dir Upper*

BD.2 Source of Funds:

2.1 *PC-1 of the project has been approved by Govt. of Pakistan and shall allocate funds under its annual PSDP. The employer used to receive funds from HEC Govt. of Pakistan.*

BD.3 Eligible Bidders

3.1.a *Duly licensed as constructor by the Pakistan Engineering Council (PEC), in Category C-5 or above.*

3.1.b *Meet the qualification criteria as mentioned in ITB/BD.*

BD.4 One Bid per Bidder

Add the following at the end;

Bidders are allowed to participate in two or more bids invited by the Employer for other works to be opened on same day.

BD.6 Site Visit

The following sub-clauses are added;

6.3 *The Bidder or his authorized representative shall visit & inspect the Site of the Works including the areas & surroundings to be used for Contractor’s Camp, on his own responsibility & at his own expense, & obtain all the information from his own sources, which may be necessary for preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information.*

6.4 *The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following:-*

- I. The existing facilities in the vicinity of the Site of Work, the hydrological & climatologically conditions, the form & the nature of the Site of Work.*
- II. The quantities & nature of the work & materials necessary for completion of the Works.*
- III. The means of access to the Site of the Work & exit from the Site.*
- IV. The available accommodation on land for Contractor’s Camp within or outside the Site of Work.*
- V. All necessary information as to risks, contingencies & other circumstances which may influence or affect the bid.*

Seal and Signature of Bidder M/S_____

vi. *The type & nature of soil existing in area of work & the existing conditions of Site.*

6.5 *Each Bidder shall also enquire & satisfy himself as to the source, the quantity of supply, sufficiency of & the means of obtaining & transporting all plant, material, labor, fuel, water, electricity & other matters or things required for in connection with the works.*

6.6 *In preparing the bid, bidders shall also consider his obligation to adequately store all materials & maintain existing facilities & all temporary works during the period of their usage.*

6.7 *The Bidder must make local inquires as to the physical conditions prevailing at the Site & obtain his own information on all matters & things that may in any way influence him in making a Bid & fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations & responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.*

6.8 *The Bidder shall make his own investigations, enquiries & assessments, on all matters, of all conditions of existing constructions at the site & its vicinity to his satisfaction before submitting his Bid.*

BD.7 Contents of Bidding Documents

7.1 *The Bidding Documents, in addition to invitation for Bids (NIT), are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause ITB.9.*

7.1.1 Volume-I (Separate Volume)

1. *Instructions to Bidders (ITB).*
2. *Bidding Data (BD).*
3. *General Conditions of Contract, Part-I (GCC).*
4. *Particular Conditions of Contract, Part-II (PCC).*
5. *Specifications – Special Provisions.*
6. *Form of Bid & Appendices to Bid.*
7. *Form of Bid Security.*
8. *Format of Contract Agreement, Integrity Pact, etc.*
9. *Forms of Performance Security, Secured Advance Guarantee/Indemnity Bond etc.*

7.1.2 Volume-II (Separate Volume)

10. *Specifications - Technical Provisions.*

7.1.3 Volume-III (Separate Volume)

11. *Bill of Quantities/ Priced Bid alongwith preamble.*

7.1.4 Volume-IV (Separate Volume)

12. *Drawings.*

Bidding documents shall contain 02 Two Envelopes as;

7.1.a Envelop-1 (Technical Bid/Proposal)

Shall contain all documents mentioned in clause 11;

Seal and Signature of Bidder M/S_____

7.1.b Envelop-2 (Priced Bid/Financial Proposal)

Bidding documents shall contain Priced Bid i.e. Volume-III (Priced BOQ along with Preamble), (Attach Bid Security i.e. CDR etc.), letter of transmittal etc.

BD.8 Clarification of Bidding Document:

Regarding 2nd paragraph about response by the employer the read BD.9 as below.

BD.9 Amendment of bid documents:

Refer to BD-8 and BD0-9 the following is added;

Clarification and amendment of bid documents, if any, shall be uploaded on the official website of the Shaheed Benazir Bhutto University, Sheringal. Bidders are required to review university website one day prior to last date of submission of bid for the said purpose.

BD.10 Language of Bid:

10.1 *All communication relating to bid shall be in English Language.*

BD.11 Documents Accompanying the Bid:

11.1 *Bidding shall be "Single Stage Two Envelops Procedure, PPRA Rules 26(B), hence Envelop-I shall contain Qualification Documents and Envelop-II shall contain Financial Bid as; Bid Security shall be enclosed with Envelop-II.*

(A) Qualification Documents (Technical Bid/Proposal) shall comprise;

- i. Company profile (showing origin, head office, branches, vision, mission, management, directors, personals, and other necessary information);*
- ii. Registration Profile of the firm i.e., proprietorship or partnership or limited company with complete details of Owners/Partners, etc.*
- iii. Name & qualifications of senior management and technical personnel in the bidders organization;*
- iv. Name & qualifications of key personnel proposed to be assigned by the bidder for executions of the Project;*
- v. Valid Registration Certificate as Constructor with PEC in Category C-4 or above.*
- vi. Written power of attorney by the signatory of the bid authorizing the representative to act for and on behalf of the Bidder as per format provided in the bidding documents.*
- vii. Evidence of access to financial resources, availability of Bank Credit line etc.*
- viii. Banker Certificate & accounts Statements (last 03 Financial Years, upto i.e. 2017, 2016 & 2015):*
- ix. Updated financial statements for last 03 Financial Years.*
- x. Experience regarding works on hand and previous contracts with Complication Certificates.*
- xi. Personnel, Financial and Equipment capability;*
- xii. Status of enlistment with other Govt. Organizations;*
- xiii. Joint Venture (JV) Agreement complying with the instructions as per Clause ITB-11.2 duly registered with the Court of Law. Individual JV members shall also submit all documents as per requirement of bid (if applicable);*
- xiv. Original affidavit on non-judicial stamp paper duly verified by the Oath Commissioner about current & past litigations and proof of non-blacklisting.*

Seal and Signature of Bidder M/S_____

- xv. Copies of registration with Federal Board of Revenue/tax departments: All NTN registration copies.
- xvi. Any other relevant information to facilitate in decision making.
- xvii. Undertaking that the bid security of appropriate amount has been attached with the priced bid.

(B) Financial Proposal/Priced Bid;

- a. Duly filled-in Form of Bid and Bill of Quantities (Priced along with Preamble) & along with complete set of bidding documents prescribed in sub-clause 7.1 (b);
- b. Letter of Transmittal of priced bid.
- c. Bid Security in shape of CDR/SDR/Banker Cheque (issued by Bank), amounting to 2% of the quoted cost, from scheduled bank in Pakistan only.

BD.12 Bid Price

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the rates of Bill of Quantities duly prices on MRS/CSR of Govt. of Khyber Pakhtunkhwa adding location factor (10%) and deducting (7.5% withholding tax defray) adding/deducting the %age and its correspondence amount as offered by the bidder/contractor duly approved by the Employer.

12.2 Text of sub-clause 12.2 is deletes and replaced with;

The bidder shall fill up the blank space in the summary of Bill of Quantities indicating in %age (percentage) above /below (offering discount/rebate) and correspondence amount, (keeping in view the instructions contained in the Preamble to Bill of Quantities, Conditions of the Contract (GCC, PCC), and specifications) over the BoQ rates & amounts duly priced on MRS/CSR KP for the Works to be performed under the Contract.

12.4 Text of sub-clause 12.4 is deleted and replaced with;

The prices/rates of the priced BoQ and (%age /percentage & correspondence amount,) quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. As the contract is not subject to adjustment during the performance of the Contract, as no price adjustment shall be made, hence the bidder has to quote the rate (premium/discount) very carefully keeping view this sub-clause of BD12.4.

BD.13 Currency of Bid and Payment

Sub-Clauses 13.1 & 13.2 are deleted and replaced with;

13.1 Rates/Prices in the Bill of quantities are entered in Pakistani Rupees as per MRS/CSR of Khyber Pakhtunkhwa and shall be paid in Pakistani Rupees (PK. Rs.) to the Contractor.

BD.14 Bid Validity

14.1 Bids shall remain valid for the period of 120 days after the date of opening of bids.

BD.15 Bid Security

15.1 Amount of Bid security shall be equal to 2% of the quoted cost, bid price.

15.2 The Bid Security shall be, at the option of the bidder, a bank's instrument in the form of CDR (Call Deposit Receipt), SDR (Security Deposit Receipt), Pay Order, Demand Draft. Bank Draft or Banker's Cheque (Cheque issued by Bank) of Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 30 days beyond the Bid Validity date.

Seal and Signature of Bidder M/S_____

- 15.4** *The bid securities of unsuccessful bidders will be returned upon submission of written request of the bidders to the employer, after uploading of the bid evaluation report in the official website of Shaheed BB University Sheringal Dir Upper, but not later than 30 days after the expiration of the period of Bid Validity.*

BD.17 Pre-Bid meeting

- 17.1** *No pre-bid meeting shall be held. The bidders shall have to submit their queries, if any, in writing at the employer address, (7) seven day prior to opening of bids, necessary action/amendment, if deemed required/suitable by the employer, shall be uploaded on university website by the employer, hence the bidder has to visit university website on second last day (one day prior) of submission of bids.*

BD.18 Format and Signing of Bid

- 18.4** *Each bidder shall prepare by filling out the forms completely and without alterations one (1) original documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL".*

- 18.5** *Format of power of attorney is provided in the bidding documents.*

BD.19 Sealing & Marking of Bids

- 19.1** Employer's address for the purpose of Bid submission:

As shown in the Notice Inviting Tenders (NIT) / Invitation for Bid.

BD.20 Deadline for Submission of Bids

- 20.1** *As shown in the Notice Inviting Tenders (NIT) / Invitation for Bid.*

BD.23 Bid Opening

- 23.1** *As shown in the Notice Inviting Tenders (NIT) / Invitation for Bid.*

BD.26 Examination of Bids and Determination of Responsiveness;

(a) the Employer will examine the Bids to determine whether;

- i. the bid is complete and does not deviate from the scope,*
- ii. any computational error have been made,*
- iii. required bid securities have been furnished,*
- iv. The Bid is valid till required period,*
- v. The Bid Prices are firm during currency of the contract,*
- vi. The documents have been properly signed by the Person, mentioned in Form-H/ Partnership deed.*
- vii. Completion period offered is within specified limits,*
- viii. The bidder is eligible to bid and possess requisite experience,*
- ix. conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation,*
- x. The Bids are generally in order.*

(b) A bid will not be considered, if;

- i. it is unsigned,*
- ii. its validity is less than specified,*
- iii. indicate completion period later than specified,*
- iv. it is not accompanied with bid security,*
- v. it is submitted by a bidder who has participated in more than one bid,*

Seal and Signature of Bidder M/S_____

- vi. it is received after the deadline for submission of bids,
- vii. it is submitted through fax, telex, telegram or email,
- viii. it indicates that prices quote are not firm during performance of the contract,
- ix. the bidder refuses to accept arithmetic correction (s)
- x. The submitted bid is conditional,
- xi. It limits the bidder's obligation in any way under the contract
- xii. It is materially and substantially different from the conditions and specifications of the bidding documents.

BD.27 Correction of Errors

Sub-Clauses 27.1.b is replaced with;

- i. Where there is a discrepancy between the premium or discount as the case may be offered by the bidder, in figures and in words the words will govern,
- ii. Where there is discrepancy between percentage offered by the bidder and correspondence amount, the percentage offered by the bidder shall govern and the correspondence amount will be corrected.

If in the opinion of the Employer there is obviously gross misplacement of the decimal point in the percentage, in which case the total amount as quoted shall govern and the percentage will be corrected.

BD.28 Evaluation and Comparison of Bids

28.1 Bid Opening & Evaluation Committee shall evaluate the bids, in the following two stages as given in these documents and eligibility criteria (refer ITB.26) for qualification of bidders which shall be determined in accordance to criteria set herein below from the documents submitted by the bidders, prescribed in BD-11(A). Bidder scoring 60% (sixty percent) and above marks shall be declared as pass/technically qualified. No compromise shall be made on minimum requirement of 50% score in each category i.e. experience, personnel capabilities, financial position and equipment capabilities.

Criteria for Qualification of bidders shall be as;

1.Experience

Credit Marks (score) for experience shall be awarded on the basis of following qualifications:

Sr. #	Description	Detailing	Weightage
i)	Projects of similar nature and complexity completed over last 10 years.(At least Rs. 40 Million each Project)	5 marks/each project	20
ii)	Projects of similar nature and complexity in hand.(At least Rs. 40 Million each Project).	5 marks /each project	10
iii)	Experience of Works related to this bid but not basic Part (Public Health, Water supply, Roads, Bridges, HVAC, E/M etc.).	1 mark/ each project	5
iv)	Status of enlistment with Government Organizations and other agencies.	1 mark/ each Deptt.	5
Sub-total:			40

Seal and Signature of Bidder M/S_____

2. Personnel Capabilities

Credit Marks shall be awarded under this category using the following criteria:

Sr. #	Description	Detailing	Weightage
i)	Graduates in employment of the firm in relevant field.		
	a) Number	01 Nos.	6
	b) Experience (in number of years)	05 years/each	3
ii)	DAE/Certificate holders in Employment of the Firm in relevant field.		
	a) Number	02 Nos.	4
	b) Experience (in number of Years)	05 years/each	2
Sub-total:			15

3. Financial Position

Credit Marks shall be awarded on the basis of the following criteria:

Ser. #	Description	Detailing	Weightage
i)	Available Bank Credit Line	1 Marks/1 Million	5
ii)	Working Capital in last 3 years.	1 Marks/1 Million	5
iii)	Registration with Income Tax Department	Yes=5	5
iv)	Litigation History where decision went against the Firm (Original)	No=5	5
v)	Blacklisting from any Agency (Original)	No=5	5
Sub-total:			25

4. Equipment Capability:

Credit Marks shall be awarded on the basis of the following criteria:

Sr. #	Description	Marks Assigned	Explanation for Marks Obtained
1	Dumper Trucks (1 No.)	10	Total Marks = (Marks Obtained/ 120) * 20
2	Shovel/ Loader/ Backhoe (1 No.)	10	
3	Steel cutting & Bending Machine (1 No.)	10	
4	Form Work (1000 Sft)	10	
5	Scaffolding Pipe (1000Rft)	10	
6	Concrete Mixer (1 Nos.)	10	
7	Lift with Machine (1 Nos.)	10	
8	Generator Set (1 No.)	10	
9	Vibrator (1 Nos.)	10	
10	Water Pump (02 HP) (1 Nos.)	10	
11	Plate Compactor 1 Nos.)	10	
12	Tractor /Trolley /Pickup (1 No.)	10	
Total Marks Allocated			20

Note: - The Employer may relax the Financial Limit required in above referred criteria, if deem necessary in the interest of Project.

Seal and Signature of Bidder M/S_____

For Joint Venture (JV), award of credit marks criteria shall be as under:

- (i) The lead partner shall meet not less than 40% of all qualifying criteria.
- (ii) Each of the partners shall meet not less than 25% of all the qualifying criteria.
- (iii) The joint venture must collectively satisfy the criteria for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.
- (iv) Any change in a prequalified JV after prequalification, shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approvals may be denied if:
 - a. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements.
 - b. The new partners to JV are not qualified individually or as another JV; or
 - c. In the opinion of the Employer, a substantial reduction in competition would result, and
 - d. Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.
 - e. The prequalification of a JV does not necessarily prequalify any of the partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of JV has requested/ shall request for the same and then his prequalification shall be subject to the written approval of the Employer.

(B) Envelop -II (Financial Proposal);

Financial proposals of only Eligible, Qualified/Technically Responsive bidders opened by the bid opening committee shall be placed for evaluation by following steps mentioned under clause ITB-26 and BD.26.

BD.28.3 it was clarified under Sub-Clause BD.12.4 the bid/contract is not subject to price adjustment.

BD.32 Performance Security

- 32.1 The Performance Security on the standard form shall be submitted within 28 days of issuance of Letter of Acceptance and shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance valid up to Defect Liability Period of the project. Such Security shall be in the form of unconditional Bank Guarantee from any Scheduled Bank of Pakistan **or** in the form of Performance Bond/Security from Insurance Companies having Rating of AA+ rated by Credit Rating Companies approved by Security Exchange Commission of Pakistan (SECP) i.e. The Pakistan Credit Rating Agency Limited (PACRA) or JCR-VIS Credit Rating Company Limited.

Add Sub-Para 32.3;

- 32.3 The bidder who offered/quoted more than 10% below the estimated cost shall provide additional performance security @ 8% of bid price (ITB-28.4).

Seal and Signature of Bidder M/S_____

BD.37 Add new Sub-Clauses as;

- 37.1 *The successful bidder shall deposit an amount of Rs. 18,750 in Govt. Treasury as stamp duty or shall be deducted from the running bill of the contractor.*
- 37.2 *Contract Agreement, Performance Bond, Indemnity Bond, Integrity Pact, etc. shall be submitted by the successful bidder on the Non-Judicial Stamp Paper of minimum Rs 50/- each.*
- 37.3 *The Successful bidder upon award of contract and signing the contract shall arrange 06 (Six) copies of contract documents for the exclusive use of different sections of the employer, consultant and contractor.*
- 37.4 *The successful bidder upon the award of the contract shall purchase FIDIC Conditions via online payment at the address mentioned in bid documents before signing the contract and shall submit to the Employer the original document.*
- 37.5 *The above specific data i-e Bidding data (BD) for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders (ITB). Wherever there is a conflict, the provisions herein above under bidding data (BD) shall prevail over those in the Instructions to Bidders (ITB).*

Seal and Signature of Bidder M/S_____

FORM OF BID (LETTER OF OFFER)

To

The Director of Works
 Shaheed Benazir Bhutto University,
 Sheringal, Dir Upper

Subject: Construction of Micro Hydel Power at Shaheed Benazir Bhutto University, Sheringal, Dir Upper

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract (GCC/PCC), Specifications (Special, Technical), Drawings, Engineer's Estimate/BOQ along with preamble, and the site for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of the Contract (GCC, PCC), Specifications (Special, Technical), Drawings, and Bill of Quantities at ____% (____Percent)____ (above/below) the Engineer's Estimate, for the sum of Rs.____ (in figure) (Rupees in Words____ as inserted in Summary of Estimates.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security drawn in your favor or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to bid.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may received.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 2019

Signature in the capacity of _____ duly authorized to sign bid for and on behalf of _____(Name of Bidder in Block Capitals) (Seal)

Witness:

Seal and Signature of Bidder M/S_____

FORM OF BID (LETTER OF TECHNICAL BID)

To

The Director of Works
Shaheed Benazir Bhutto University,
Sheringal, Dir Upper

Subject: Construction of Micro Hydrel Power at Shaheed Benazir Bhutto University, Sheringal, Dir Upper

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda_____ issued in accordance with Instructions to Bidders (ITB-9).
2. We offer to execute and complete in conformity with the Bidding Documents the bidding Works.
3. Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 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.
4. 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 Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
5. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process.
6. 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 and Bidding Data.

Dated this _____ day of _____, 2019

Signature in the capacity of _____duly authorized to sign bid for and on behalf of _____(Name of Bidder in Block Capitals) (Seal)

Witness:

Seal and Signature of Bidder M/S_____

FORM OF BID (LETTER OF PRICE BID)

To

The Director of Works
Shaheed Benazir Bhutto University,
Sheringal, Dir Upper

Subject: Construction of Micro Hydel Power at Shaheed Benazir Bhutto University, Sheringal, Dir Upper

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda_____ issued in accordance with Instructions to Bidders (ITB-9),
2. Our Bid Prices are as follows:
 - a. The Total Price of our Bid, excluding any discounts offered is: Rs. _____(in figure) Rupees._____ (in words).
 - b. The Discounts offered (if any) and the methodology for their application are: Rs. _____(in figure) Rupees._____ (in words)
 - c. Net / Discounted/ Total Bid Price: Rs. _____(in figure) Rupees._____ (in words).
3. Our Bid shall be valid for a period of 120 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,
4. If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents,
5. 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,
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive,
7. 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 ITB.11.3 of the Bidding Data,
8. If awarded the contract, the person named below shall act as Contractor's Representative.

Dated this _____ day of _____, 2019

Signature in the capacity of _____duly authorized to sign bid for and on behalf of _____(Name of Bidder in Block Capitals) (Seal)

Witness:

Seal and Signature of Bidder M/S_____

SPECIAL STIPULATIONS

Clause (Conditions of Contract)

Ser.	Description	Ref Clause of GCC/PCC	Remarks/Clarification
1.	Engineer's Authority to issue Variation in emergency	2.1	1% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price or as stated in the Letter of Acceptance.
3.	Time for Furnishing Program	14.1	Within 21 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Rs. 3, 00, 000/- per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 07 days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (7) days after signing of Contract Agreement or earlier if agreed.
6.	Time for Completion	43.1, 48.2	05 months from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	0.10% (one tenth of one percent) for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
8.	Defects Liability Period	49.1	12 months (i-e 364 days) from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10 % of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance or value of work done (whichever is higher)
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs. 5.00 (Five) million.
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 (thirty) days.

Seal and Signature of Bidder M/S_____

FOREIGN CURRENCY REQUIREMENTS

----- NOT USED -----

Seal and Signature of Bidder M/S_____

Appendix-C to Bid

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

Appendix -C to bid

The bid/contract is not subject to price adjustment during performance of the contract. All the clauses in these bidding documents especially clause 70.1 of the conditions of the contract are hereby deleted.

Being fixed price contract, the bidder shall quote the rate(s)/percentage/discount/premium keeping in view the point (that the contract is fixed priced contract).

Seal and Signature of Bidder M/S_____

BILL OF QUANTITIES (PREAMBLE)

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications, MRS/CSR, its remarks, Rate Analysis, Detailed Descriptions of CSR/MRS, Drawings and other documents as mentioned in Instructions to bidders/bidding data & GCC/PCC.
2. The quantities given in the Bill of Quantities are only 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 by the employers, adding location factor (10%), deducting/defray (7.5% withholding tax) and adding/deducting %age (percentage) (premium/discount) quoted by the bidders.
3. Descriptions of the items of works entered in the priced BoQ are modified by the employer keeping in view the drawings, rate analysis and detailed description of CSR and the requirement of work/contract & site, hence shall be considered by the bidders during bidding and by the contractor during performance of contract, without extra claim and shall be deemed considered by the bidder while quoting rate. Pro-rata from CSR/MRS are/may be adopted for some of the items, keeping in view its nature of works included in the item(s), hence shall be considered by the bidders while quoting %age/rate over the MRS/CSR rates.
4. It shall be deemed while quoting %age (\pm) over the priced BoQ, that rates and prices entered in the priced BoQ 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 28 days prior to deadline for submission of Bids, is included in the bid.
5. The items mentioned in the Bill of Quantities consist of furnishing all plant, labour, equipment, machinery, appliances, materials, fittings, fixtures, fabrication, erection and installation required for completing the items/works.
6. Notwithstanding provision of Clause 51 of the General Conditions of Contract, no claim for extra payment will be admissible on account of anticipated profit or variation in overheads expenditure for the works not actually performed nor will any adjustment in the unit rate set forth in the Bill of Quantities by the Employer or percentage offered by the bidder/contractor, be made because of any increase or decrease in the quantities indicated therein.
7. Tax @ 7.5% included in rates of MRS/CSR shall not be paid to the bidder/contractor pertaining to tax exempted area and shall be deducted from Bill. Rate analysis of the MRS for each item is based on cost of material and labour, adding 22% over material and labour (as 10% contractor's profit, 5% overhead charges and 7.5% to meet withholding tax). The amount equal to 7.5% (added by CSR/MRS cell for meeting withholding tax by bidder/contractor/constructors/firms) shall be deducted/reduced from the engineer's estimates/BoQ for those contractors pertaining to tax exempted area being not payable by him to the Govt., however the same (7%) withholding tax shall not be deducted from the estimate (as defray) but shall be deducted from bills of those contractors not pertaining to tax exempted area as per Govt. policy and shall be paid to concern tax authority.
8. The whole cost of complying with the provisions of the Contract shall be included in the quoted rate/ %age/ premium/ discount in the summary of priced Bill of Quantities.
9. Bills of Quantities (BoQ) is priced by the employer adopting rates of the MRS/CSR of Govt. of Khyber Pakhtunkhwa. Any item where rate is not entered (erroneously) by the employer shall

Seal and Signature of Bidder M/S_____

be taken from the MRS/CSR.

10. The execution of items and quantities of BOQ are subject to the in writing approval of the Engineer and may be increased, decreased even deleted during execution by the Engineer, hence the rate/ %age/ premium/ discount shall be entered vary carefully by the bidders.
11. Variation Order if required, due to any reason shall be valuated at the rates of Priced BoQ adding/deducting %age (premium/discount) quoted by the bidders. In case of non-availability in the contract, the rates of MRS-2019 (i-e CSR KP) with %age (\pm) shall be adopted. However if there are some Non-Schedule items, they shall be analyzed from current market rates along with addition of 15% (i-e 10% Contractor Profit and 5% overhead charges) and (7.5% for withholding tax if the contractor is not belonging to tax exempted area).
12. Instructions for pricing of bid and quoting rates (%age) over summary of estimates shall be deemed considered by the bidders.
13. The contract price (comprising BoQ rates of MRS, and %age, premium or discount offered by the bidder and approved by the employer) shall not be subject to adjustment during the performance of the Contract.
14. The bidders shall quote percentage premium/discount (\pm) in the summary of estimates over the items of BoQ duly priced on MRS/CSR and Non-Schedule items.
15. Units of measurements, symbols and abbreviations shall comply with the FPS System except Steel Reinforcement and other Mild Steel and cast Iron items which are in MKS.

Seal and Signature of Bidder M/S_____

BILL OF QUANTITIES

BOQs (VOLUME-III)

TO BE FILLED AND SEALED IN SEPARATE ENVELOPE AND SUBMITTED AS "PRICED BID"

Seal and Signature of Bidder M/S_____

PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid (Engineer's Notice to Commence Work). The Bidder shall provide the Construction Schedule in the bar chart (CPM, PERT, M/S Project or Prima Vera) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed program for completion of the whole of the Works and parts of the Works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence.

Note: - Sunday shall be the holyday, similarly slack season of January to March and other gazette leaves shall be considered in schedule.

<u>Description</u>	<u>Time for Completion</u>
Whole Works	05 months
a) Mobilization at site	_____ days
b)	
-----be continued accordingly-----	

Seal and Signature of Bidder M/S_____

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.

Seal and Signature of Bidder M/S_____

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
Owned						
To be Purchased						
To be arranged on Lease						

Seal and Signature of Bidder M/S_____

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

Seal and Signature of Bidder M/S_____

ESTIMATED PROGRESS PAYMENTS
(To be included in Financial Bid)

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

Month/ Quarter/ Year/ Period	Amount (PKR - Million)
1 st Month	
2 nd Month	
3 rd Month	
4 th Month	
5 th Month	
Total Bid Price	

Seal and Signature of Bidder M/S_____

ORGANIZATION CHART FOR SUPERVISORY STAFF FOR EXECUTION OF WORKS

Minimum supervisory staff which shall be employed by the Constructor at site for execution of works:

Designation/	Qualification with Experience	Qty
Project Manager	B.E Civil,/MBA (05 Years)	01 No
Site Inspector/Engineer	D.A.E Civil/Elect, (05 Years)	01 No

Seal and Signature of Bidder M/S_____

(INTEGRITY PACT)

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

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, 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 GoP, except that which has been expressly declared pursuant hereto.

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

[_____ name of Contractor/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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

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

Name of Buyer/Employer:

Name of Contractor/Seller:

Signature:

Signature:

[Seal]

[Seal]

Seal and Signature of Bidder M/S_____

APPROVED LIST OF MANUFACTURERS

The manufacturers reference provided herein below are indicative of minimum quality and specifications required for such materials. Any other manufacturer items having at least the same quality and specifications are acceptable subject to the approval of the Employer/Engineer.

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this project. The contractor shall submit literature, catalogue and samples etc. of all the items from each of the specified manufacturer to the employer/engineer whose decisions shall be final. For finishing items like painting, tiling, etc. Mock-up samples shall be provided for approval of the Engineer/Employer.

Onus lies with the contractor for establishing the genuineness of any material, product, item for its make. Origins are as specified below.

Ser.	Description	Manufacturer
1	Crushed Stone	Margala or equivalent approved quarry meeting the specifications/ tests
2	Sand	Lawrancepore or equivalent approved quarry meeting the specifications/ tests
3	Mild Steel Bars	Fazal, Peco, Ittehad, Metropolitan, Nawab, Razzaq, Mughal
4	Bricks	WM, 33 mark, or from approved kiln confirming the specifications.
5	Cement	Chirat, Kohat, Fuji, Askari, Bestway,
6	Paving Tiles	Tuff Tiles, Izhar, Envicrete,
7	False Ceiling	Daiken (Japan), Dampa (Denmark), Owa (Germany)
8	PVC Tiles	Decora
9	Anti Termite	Termidor, Biflex, Mirage
10	Construction Chemicals	MBT, Sika, Fosroc
11	Aluminum Works (Door and Windows)	Pak Cables, Alcop, Thermec Engg Co. Alhali Aluminum Co.
12	Paints/ Distemper	Robbialac Berger, ICI (Dulux), Paintex,
13	Iron Mongery/ Hardware	Alpha, Baber
14	Glass/glazing	Khawaja, Nawshera Prince

Seal and Signature of Bidder M/S_____

15	Sanitary Wares, Cocks, Mixers etc.	Baig, Manga, Master, Faisal, Sonex, Super Asia,
16	Glazed Ware/ WC etc.	ICL, Forte, Karam, Cera, 3 Star, Master,
17	Flushing Cistern (Plastic)	Master, Golden, Baig, Super Asia,
18	GI Pipes	IIL, Victory, Jamal, Bashir Pipes
19	GI Fittings	China Make
20	PPRC Pipes	Plastherm, Raktherm, Dadex
21	uPVC Pipes, Fittings	Shafisons Engg (Pvt) Ltd, Beta Pipes, Snow, Dadex (Nikasi)
22	CI Spun Pipes, Covers	CI Engg. Corp, Teepu, Alphine, NPC, CME, BKM, MK Traders,
23	Gate Valve	Anwar, Super Asia
24	Stainless Steel Sinks	Atlas, Super Asia,
25	Fire Hose Cabinet and Extinguishers	Haseen Habib (Pvt) Ltd.
26	Ceramic Tiles	Master, Shabbir, Stile, Emco,
27	Wires and Cables	Fast Cables, Pakistan Cables, Newage, AGE, Pioneer Cables
28	Telephone Cables	Siemens, Pakistan Cables
29	Circuit Breakers /Change over switches	Terasaki (Japan), Hager (Imported)
30	Switches and Sockets	Bosch, Milano, Legrand, Clipsal, ABB, PPI Switch Kids,
31	PVC Pipes	Shavyl, Glaco, Beta, Popular, Tesco
32	PVC Ducts	Dura, Adamjee.
33	Lights (Fittings/ Fixtures)	Philips, Paklite, Sunlight, Indalux, Illume, Pierlite
34	Telephone Exchange	Siemens, Panasonic, Nortel

Seal and Signature of Bidder M/S_____

35	Fire Alarm System	Bosch, Tyco, GST UK, Siemens,
36	HT/LT Panels etc.	Siemens, PEL, FICO
37	Transformers/ Poles/ Structures	As per WAPDA Spec. (Siemens, Climax, J&P, PEL)
38	Earthing & Grounding Accessories	Furse, Erico, Panduit, Crosheind
39	UPS	Borri, MGE, APC, Simens
40	DG Set	Cater Pillar, FG Wilson, Siemens, Mitsubishi, Cummins Power, Perkin.
41	Alternator	Siemens, Newage, Stamford, Cummins, Leroy Somer (France) Cater Pillar.
42	Ceiling fans	Asia, Millat, Climax, GFC, Younas, Pak Fans, Breeze
43	Exhaust and Bracket fans	Younas, Pak Fans
44	Cooking Rang	Skyflame, Nargas, Corona
45	Gas Room Heater	Nargas, Firex, Singer, Ravi, Corona, Tasfa, Marvel,
46	Geyser	Singer, Nargas, Ambassador, Corona, Admiral,
47	Water Cooler	Meco, Comfort, Tasfa, Nargas, Corona,
48	Water Filters	So Safe, Aqua Safe, Aqua Guard
49	Air Conditioners (Window Type)	PEL, Climax, General Agnause,
50	Air Conditioners (Split Type)	Acson, Daikin, Waves, Mitsubishi
51	Pumping set (≤ 5 HP)	Golden, Meco
52	Pumping set (> 5 HP)	KSB with Siemens Motors, Alama Sumoto Itly

Seal and Signature of Bidder M/S_____

MISC FORMS

Seal and Signature of Bidder M/S_____

FORM OF PERFORMANCE SECURITY

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

Guarantor (Bank/Insurance)

Witness:

1. Signature;

Name

Corporate Secretary (Seal)

Title

2. Name, Title & Address

Corporate Guarantor (Seal)

Seal and Signature of Bidder M/S _____

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The completed Form of Bid;
 - (d) Special Stipulations (Appendix-A to Bid);
 - (e) The Particular Conditions of Contract - Part II;
 - (f) The General Conditions - Part I;
 - (g) The priced Bill of Quantities (Appendix-B to Bid);
 - (h) The completed Appendices to Bid (C, D, E etc.);
 - (i) The Drawings;
 - (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)

Seal and Signature of Bidder M/S_____

INDEMNITY BOND FOR SECURED ADVANCE
AGAINST MATERIAL BROUGHT AT SITE

(ON RS. 100 NON-JUDICIAL STAMP PAPER)

THIS DEED OF INDEMNITY is issued by M/s. _____
 _____ (Name of the Contractor) in favour of
 M/s. _____ (Name of Employer)

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

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

THEREFORE, THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:-

I/We _____ of M/s. _____

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

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

I/We _____ further declare that we will faithfully abide by the above declaration and solemnly affirm that we will not remove, sell, pilfer, damage any of the materials against which M/s. _____ has paid us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm company, Individual or like the Agency or create any charge their on, in any form whatsoever.

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

Place _____

Dated _____

Contractor _____

Seal and Signature of Bidder M/S _____

Shall be submitted by the bidder/contractor on non-judicial stamp paper of Rs. 100/- or above.

POWER OF ATTORNEY

BID NAME; "- _____ "

KNOW ALL MEN BY THESE PRESENTS that the undersigned Mr. _____ S/O Mr. _____ CNIC.No. _____ - _____ - _____ address _____ owner of the Firm MS _____ (hereinafter called the bidder/contractor) does hereby appoint Mr. _____ S/O Mr. _____ CNIC No. _____ - _____ - _____ address _____, whose signature appears below, to be the true and lawful attorney, and authorized the said attorney to sign the bids, running bills, variation orders, collect cheques and execute all the necessary matters related thereto (other than those mentioned below), in the name and on behalf of the bidder/contractor in connection with the execution, completion and remedy therein any defect of the Contract for the " _____ at Shaheed BB University Sheringal, Dir Upper " as per bid/contract documents.

WHEREAS;

1. This power of attorney shall be considered and treated cancelled if so directed by the employer due to any reason (as per Conditions of the Contract).
2. This Power of attorney is revocable and can be terminated at any stage by the bidder/contractor.
3. The contract agreement and final bill shall not be signed by the attorney holder.
4. The attorney holder is not entitled to sue against the employer.
5. The attorney holder is not authorized to open bank account in his own name for receiving and depositing cheques from the employer in respect of above bid/contract.
6. The attorney is not authorized to terminate the contract.

AND WHEREAS; This power of attorney is not subletting of contract.

- Signature of the Owner of the Firm/Company (Bidder/Contractor): _____
- Name of the Owner of the Firm/Company (Bidder/Contractor): _____
- CNIC No of the Owner of the Firm/Company (Bidder/Contractor): _____
- Seal and Name of Firm/Company: M/S _____
- Signature of the Attorney: _____
- Name of the Attorney: _____
- CNIC No of the Attorney: _____

<p>Witness-1.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>CNIC No: _____</p> <p>Address: _____</p>	<p>Witness-II.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>CNIC No: _____</p> <p>Address: _____</p>
--	---

Dated on _____ day of _____ [date of signing]

Note: The Bidder should include such Power of Attorney in its bid in original, if he desired to appoint an attorney.

Seal and Signature of Bidder M/S _____

Shall be submitted by the bidder/contractor on non-judicial stamp paper of Rs. 100/- or above.

DECLARATION FOR SECURITY AND SECRECY AT SHAHEED BB UNIVERSITY

We the M/S_____ & Co. (the bidder/contractor) do hereby solemnly declare on oath that;

1. We shall abide the University Rules and Regulations in addition to responsibilities assigned to us under the contract,
2. We shall not share the data, information, secrecy pertaining to the university as well as our contract, i-e drawings and other documents of the Project with irrelevant persons/ organizations,
3. We shall hire only Pakistani labour of good character and not the foreigners, unless required for a particular job as per bid/contract (for which we shall submit request for prior approval of the Competent Authority of Shaheed BB University Sheringal, Dir Upper),
4. We shall not involve in any political activity in the University premises against the University.

- Signature of the Owner of the Firm/Company (Bidder/Contractor):_____
- Name of the Owner of the Firm/Company (Bidder/Contractor):_____
- CNIC No of the Owner of the Firm/Company (Bidder/Contractor):_____
- Seal and Name of Firm/Company: M/S_____

Seal and Signature of Bidder M/S_____

PART - I
GENERAL CONDITIONS OF CONTRACT
(GCC)

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PART-1

GENERAL CONDITIONS OF THE CONTRACT (GCC)

Over the years, a number of model general conditions of contract have evolved. The one used in these bidding documents was prepared by the international federation of consulting engineers (Federation of International Des Ingenieurs-Council or FIDIC) and is commonly known as FIDIC conditions of contract. (The used version is the Fourth Edition (1987), Reprinted in 1988, with editorial amendments, Reprinted in 1992, with further amendments).

The standard text of the General Conditions of Contract chosen are retained intact to facilitate its reading and interpretation by bidders and its review by client. The amendment and addition to the General Conditions specific to the Contract in hand, has been introduced in the particular conditions of the contract.

The FIDIC Conditions of the contract are copyrighted and shall not be copied, faxed or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat has allowed the FIDIC General condition for reference purpose only which can not be used by the user for preparing their bidding documents.

The successful bidder after award of the work/contract shall purchase the said FIDIC Conditions of Contract for Works of Civil Construction through online payment as per following address and shall submit the same to the employer one copy in original for incorporation of the same in the Contract Agreement of the Work.

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

e-mail: fidic.pub@fidic.org – FIDIC.org/bookshop]

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PART - II

PARTICULAT CONDITIONS OF CONTRACT

(PCC)

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PARTICULAR CONDITIONS OF CONTRACT (PCC)

The following specific data under Particular Conditions of the Contract (PCC) shall complement, amend, or supplement the provisions of the General Conditions. Wherever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1.2 Definitions

(a) (i) The Employer is the Vice Chancellor, Shaheed Benazir Bhutto University Sheringal, Dir Upper.

(a) (ii) Add the following text at the end:

“And who is duly registered with Pakistan Engineering Council in the appropriate category possessing valid registration.”

(a) (iv) The Engineer is Project Manager, M/S. Associated Consulting Engineers (ACE) Pvt. Ltd, Lahore or any person/ firm/ authority nominated by the Employer, and notified to the contractor to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certificates/ recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the works during his tenure.

The following sub-clause is added:

(a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

(b)(i) The words “if completed” in the third line and at the end of the paragraph within brackets are hereby deleted.

(b)(v) The following is added at the end of the paragraph:

The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents” and the word “ Bill of Quantities” with Estimate”.

(b)(vii) The words between brackets “if any” are deleted.

The following sub-clause is added:

(b)(ix) “Program” means the program to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

The following paragraph is added:

(d)(iii) “Defects Liability Certificate” means the final certificate of completion of the works issued by the Engineer certifying that the works have been completed and any defects therein have been remedied by the Contractor.

(e)(i) The text is deleted and substituted with the following:

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

The following paragraphs are added:

- (h)(i) The words Priced Bid, Commercial Bid and Financial Proposal are synonym.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses (including sub-clauses mentioned under 3.6 of the consultancy agreement between SBBU and ACE):

- i. Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- ii. Certifying additional cost determined under Sub-Clause 6.4, 12.2 & 42.2 “Not Foreseeable Physical Obstructions or Conditions”.
- iii. Any action under Clause 10 “Performance Security” and Clauses 21, 23, 24 & 25 “Insurance” of sorts.
- iv. Uncovering and making openings of works executed in accordance to the contract under clause 38.2.
- v. Any action under Clause 40 “Suspension”.
- vi. Any action under Clause 44 “Extension of Time for Completion”.
- vii. Any action under Clause 47 “Liquidated Damages for Delay” or Interim Liquidated Damages for delay (PCC Sub-Clause 47.3).
- viii. Issuance of “Taking Over Certificate” under Clause 48.
- ix. Issuing a Variation Order under Clause 51.1, 52.1 and 52.3, except:
 - a. in an emergency* situation, as stated here below, or
 - b. if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.

* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)
- x. Fixing rates or prices under Clause 52.
- xi. Extra payment as a result of Contractor’s claims under Clause 53.
- xii. Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.

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- xiii. Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- xiv. Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- xv. Certifying additional payment under Sub-Clause 65.3 & 65.6.
- xvi. Release from performance under the law under Sub-Clause 66.1.
- xvii. Any other action which may deem necessary by the Employer and may further vary according to need of the project which shall be notified to the Contractor and the Engineer.

2.1 (c) the following words are added at the end of this Sub-Clause.

"or to order any words involving delay or any extra payment by the Employer or to make any variation of or in the Works of the Contract".

2.2 Engineer's Representative

Resident Engineer M/S ACE (Pvt.) Ltd. shall act Engineer's Representative.

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

2.8 Replacement of the Engineer

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

4.1 Subcontracting

The word "the Engineer" in the third line of first paragraph is replaced with "the Employer".

5.1 Language/s and Law

- (a) The Contract Documents shall be drawn up in the English language.
- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

The documents listed at (1) to (6) of the Sub-Clause are deleted and substituted with the following:

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- (1) The Contract Agreement;
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The completed Appendices to Bid;
- (6) The Particular Conditions of Contract - Part II;
- (7) The General Conditions - Part I;
- (8) The Priced Bill of Quantities along with Preamble;
- (9) The Specifications;
- (10) The Drawings; and

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract. Descriptions of BoQ are abbreviated as per MRS/CSR descriptions, which shall be read with remarks column of MRS/CSR, rate analysis of MRS and further details are given in detailed descriptions of CSR (copy attached with CSR-1999). MRS/CSR Rate analysis and Detailed Description of CSR shall be read in conjunctions to each other for clarifications.

Further, wherever there is a conflict, between the bid/contract document submitted by the bidder/contractor and the bid document available in the official website of Shaheed BB University, the document in the website of Shaheed BB University shall prevail over those submitted by the bidder/contractor.

6.1 Custody and supply of Drawings and documents

At the end of Sub-Clause 6.1 new paragraph is added as:

The Contractor after signing the contract shall arrange 6 (six) copies of all the contract documents (i-e Volume I, II, III, & IV.) for the use and record of different sections of the Employer, Engineer and use at site at his own cost which shall be deemed included in the bid amount.

6.4 Delay and Cost of Delay of Drawings

The Sub-Clause 6.4 (b) is hereby deleted.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

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6.7 As-Built Drawings

Upon the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price, and shall not be paid extra. The Engineer after due consultation with the Employer shall arrange the as built drawings and the cost as determined on production of same shall be deducted from the payment of the Contractor.

9.1 Contract Agreement

The text is deleted and substituted with the following:

- a. The Contract agreement, Performance Security, Insurance Policies /Bonds and other Bonds / Guarantees/Sureties shall be prepared and completed at the cost of the Contractors.
- b. The Contractor shall arrange six (6) copies of the contract Document (i-e all the volumes/document listed in the Contract Agreement) along-with copies of all the Bonds/ Guarantees/ Sureties, at his cost and shall submit the same to the Employer and Engineer.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form as mentioned in Bidding Documents. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price or as stated in the Letter of Acceptance. Such Security shall, be in the form of;

- (a) Bank Guarantee from any Scheduled Bank in Pakistan, or
- (b) Bank Guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan, **or**
- (c) in form of Performance Bond/ Security from Insurance Companies having Rating of AA+ rated by Credit Rating Companies approved by Security Exchange Commission of Pakistan (SECP) i.e. The Pakistan Credit Rating Agency Limited (PACRA) or JCR-VIS Credit Rating Company Limited.

The Performance Security shall remain valid during the currency of the contract period including Defect Liability Period.

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

The following Sub-Clause10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract. In no case, the Performance Security shall be less than 10% of Contract Price or value of work increased due to variations and changes.

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11.1 Inspection of Site

The following sub-clauses are further added;

- (i) The grounds and sub-surface conditions (so far as it is practicable) and having taken into account any information in connection therewith which may have been provided by or on behalf of the Employer, provided the Contractor shall make his own interpretation thereof,
- (ii) The form and nature of the Site,
- (iii) The extent and nature of the work and materials necessary for the completion of the work including their factual availability and reached at site costs at the bid submission stages,
- (iv) The means of communication and access to the Site,

12.2 Not Foreseeable Physical Observation or Conditions

This Sub-Clause is deleted and the following is substituted therefore:

If however during the execution of the works, the Contractor encounters artificial obstructions or physical conditions, other than climatic conditions or conditions due thereto, on the site, which obstructions or conditions could not, in his opinion, have been reasonably foreseen by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer with a copy of the Employer, and if the Contractor is of the opinion that additional costs will be incurred as a result thereof, he shall, if he intends to make any claim for additional payment, shall give notice to the Engineer with a copy to the Employer specifying the artificial obstructions or physical conditions encountered, details or the anticipated effects thereof, the measures he is taking or proposing to take, together with an estimate of the costs thereof and the extent of the anticipated delay or interference with the execution of the works. Following receipt of such notice, the Engineer may, inter alia:

Approve in writing such measures with or without modification, give written instructions as to how the artificial obstructions or physical conditions are to be dealt with.

Add the following sub-clause.

12.3 No claim for additional costs in respect of artificial obstructions or physical conditions shall be entertained unless notice as above mentioned has been served within the time specified in Clause 53.1.

12.4 To the extent that the Engineer is of the opinion that the whole or part of the aforesaid physical conditions or artificial obstruction could not reasonably have been foreseen by an experienced Contractor, the Engineer shall, after due consultation with the Employer and the Contractor, determine:

Any extension of time to which the Contractor is entitled under Clause 44, and the amount of any costs which may have been reasonably incurred by the Contractor by reason of encountering such conditions or obstructions and to which the Contractor is entitled.

13.1 work to be in Accordance with Contract

Add the following sentence at the end of paragraph.

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“subject to the limit of the authority conferred on them in accordance with Sub-Clause 2.3 and 2.4, the Engineer’s Representative and his Assistants”:

Add the following sub-clause.

13.2 If the contractor is of the opinion that any instruction by the Engineer under the Clause is such as would entitle him to additional payment on the grounds that such instruction is not within the purview of the Contract cannot be reconciled with its expressed or implied terms unless it is considered as a variation of the Contract, then, without prejudice to the obligation of the Contractor to comply with such instruction, the Contractor shall, immediately upon receipt of same, give notice to the Engineer with a copy to the Employer of his intention to claim additional payment and furnish, within 28 days from the date of issue of the instruction in question, particulars of such claim. Should the Contractor fail to comply with these requirements, he shall be deemed to have waived any claim arising from such instruction of the Engineer.

14.1 Programme to be submitted

The programme shall be submitted within 21, days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) A Bar Chart identifying the critical activities or
- ii) A CPM identifying the critical path/activities.

Duly prepared in M/S Prima Vera or M/S Project as approved by the Engineer.

14.3 Cash Flow Estimate to be submitted.

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance.

The following Sub-Clauses 14.5 & 14.6 are added:

14.5 Detailed Programme and Progress Reports

a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:

- (1) Execution of Works;
- (2) Labour Employment;
- (3) Local Material Procurement;
- (4) Material Imports, if any;
- (5) Details of fittings/fixtures; and
- (6) Other details as required by the Engineer.

(b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 06 (six) copies of Monthly Progress Reports covering;

- (1) A Construction Schedule indicating the monthly progress in percentage;
- (2) Description of all work carried out since the last report;

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- (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
- (4) Monthly summary of daily job record;
- (5) Photographs to illustrate progress; and
- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

14.6 Daily Program and Progress Report

During the period of the Contract, the Contractor shall keep a daily record of the work progress in shape work dairy book, which shall be submitted to the Engineer on daily basis for verification and signature. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment (on the format duly approved by the Engineer/Employer). Three copies of daily progress duly verified by the Engineer shall be submitted to the Employer either work is carried out in preceding days or not, along with program of daily visits/checks to be made by the engineer.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

- a) The Contractor's authorised representative and his other professional engineers working at Site shall register themselves with the Pakistan Engineering Council.
- b) The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.
- c) Power of attorney shall be submitted to the employer as per format provided in the bidding/contract documents.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff are not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan especially form KPK.

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18.1 Boreholes and Exploratory Excavation

Delete the text and replace with the following;

The project works have been designed with the assumed bearing capacities for various types of soil. These values should be verified by the contractor before start of works. The contractor shall investigate the bearing capacities through the conformity geotechnical investigations and intimate the engineer for review of the design, if required. The cost incurred in this regard be borne by the contractor and cost thereof shall be deemed to have been included in the total price quoted by the contractor.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

In order to provide for the safety, health and welfare of' persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose.

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

19.4 Lighting Work at Night

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

20.2 The words "rectify such loss or damages so that the Permanent Works conform" appearing in the fourth and fifth lines, are deleted and the following is substituted therefore.

"Repair and make good the same, so that, at completion, the Permanent Works shall be in good order and condition and in conformity."

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
- (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or

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- other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
 - (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

- (d) The Contractor shall insure with any one of the insurance companies approved for this purpose by the Employer. The insurance policies shall be in the joint names of the Employer, and the Contractor against all losses or damages as stated in the General Conditions of the Contract Part-I and as stated herein. Notwithstanding the responsibilities of the Contractor for indemnities and insurances as described in Sub-Clause 21 to 24 of the General Conditions of Contract Part-I, the Contractor before the commencing the work on site, shall discuss fully with the Engineer and the Employer the insurance coverage provided under any general policies which are to be applied to this contract to ensure that there is no contingencies left uncovered and to reduce, as far as practicable, duplication of coverage. Should any areas of omission be discovered that are not covered by definition of responsibilities set out in these conditions, the additions or reduction in premiums required to give such insurance coverage will be paid by the Contractor. Such policies shall be obtained by the Contractor with consent of the Employer.

The Contractor shall be responsible for deductibles and losses/ damages not covered by insurances other than the expected risks.

The insurance losses shall not affect the Employer's or the Contractor's rights and obligations under the Contract.

The Contractor shall be responsible for compliance by this sub-contractors of insurances specified in these sub-clauses. Before each sub-contractor starts work, the contractor shall provide the Employer proof that the sub-contractors(s) are covered by the insurances specified herein for the Contractor.

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All policies shall state that:

- i. The Employer shall receive at least thirty (30) days written notice of intended cancellation or change affecting coverage.
- ii. The Contractor is fully protected so as to provide full indemnity to Employer in respect of liability against losses or damages assumed by the Contractor under the Contract.
- iii. The inclusion of more than one insured shall not affect the rights of any other insured.
- iv. If a loss occurs the Contractor and the Employer shall be paid in relation of their share of the loss.
- v. The insurer has no subrogation right against any person, corporation, or organization including directors, officers, employees, servants against thereof which;
 - Is an insured under the policy or
 - Is controlled by, owned by, or associated with an insured, or
 - Is a sub-contractor on the works, or has, before or a loss occurs, been released from liability by an insured.

Hold harmless provisions; The Employer, the Engineer and the Contractor shall be indemnified against all losses.

Employer use or occupancy; If the Employer uses or occupies all or part of the works during the lift of the insurance policy, the Contractor shall ensure that the policy continues in full force and the Employer shall pay any resulting extra cost of insurance.

Loss Procedure; If a loss occurs the Contractor shall, on behalf of the Employer and himself negotiate the value of the loss with the insurer. Unless directed otherwise by the Engineer, when agreement is reached the Contractor shall repair all damages and the Employer shall pay him in accordance with the Engineer's Certificates for that part of the repairs which is the Employer's responsibility.

The provisions of this Sub-Clause 21.1(d) shall be applicable to other insurance covered by sub-clauses 22, 23 and 24 of General Conditions of the Contract Part-I.

(e) **Automobile Liability Insurance;**

The Contractor shall also provide automobile liability insurance of all licenced vehicles owned, hired and operated by the contractor and the risk insured shall be bodily injury, death of person and property damage or loss.

Minimum Limit; As indicated in Appendix 'A' to the form of the bid inclusive each occurrence.

- 21.2** (a) The Employer and the Contractor, from the start of work at the Site until the date of issue of the relevant Taking - Over Certificate in respect of the works or any section or part thereof, as the case may be, against all loss or damages from whatsoever cause arising, other than the risks stated in Clause 24, provided, however, that with respect to the Employer's risk defined in Paragraph (g) of Sub-Clause 20.4, such exclusion shall be limited to loss of or damage to any part of the works resulting from a cause solely due to a faulty design thereof provided by the Engineer, but shall not extend so any consequent loss of or damage to any other part of the works.

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21.4 Exclusions

The text is deleted and substituted with the following;

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 Para (a) (i) to (iv).

The following Sub-Clause 25.2 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to the residents of the University, local residents and other contractors.

32.1 Contractor to Keep Site Clear

The following paragraph is added at the end;

The contractor shall ensure cleanliness of roads of campus and shall engage labour for cleaning of roads on daily basis. In case of non-compliance, the employer shall engage the labour at the risk and cost of contractor for the said purpose.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

The contractor shall keep a record of attendance of labour and payment of their wages. During performance of contract or before release of final retention money if it was found that the contractor is failing to pay wages of labour duly employed by the contractor and proved by witness then the Employer upon the recommendation of the Engineer may pay the same duly deducting from the monies of the contractor. However this clause shall not entitles the labour to sue against the Engineer or the Employer for receiving any such payment or dues as this is only facilitation clause.

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34.3 Employment of Persons in the Service of Others

The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labour

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

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

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34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

36.2 Cost of Samples

Sample of all fittings, fixtures and other items shall be provided, supplied under the contract by the Contractor free of cost. Samples shall be submitted to the Engineer for approval and shall be retained in the office of the Engineer up to the completion. Cost of samples shall be deemed included in the quoted rates by the Contractor.

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

The contractor shall be responsible to procure all the material from the legal sources and in legal way. The wood in particular shall be procured from the legal source as per Forest Act. The contractor shall provide the voucher/invoices/gate pass etc. as a proof of purchase from legal source to the Engineer and Employer during process of bills.

37.1 Inspection of Operations

In the first line after the word "Engineer" add " and the Employer".

37.4 Rejection

In the eight line after the words "if the Engineer so requests," add "from the Employer and the Employer approves so, then".

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38.2 Uncovering and Making Openings

This Sub-Clause is deleted and the following substituted therefore:-

The Contractor shall uncover any part or parts of the works, or make openings in or through the same as the Engineer may from time to time instruct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance with the requirements of Sub-Clause 38.1 and are found to be executed in accordance with the Contract, the Engineer shall, after consultation with the Employer and the Contractor, determine the amount of Contractor's costs in respect of such uncovering, making openings in or through, reinstating and making good the same, provided that the Contractor has, upon receipt of the Engineer's order, and in any Engineer and the Employer of his intention to claim such expenses. In any other case all costs shall be borne by the Contractor.

40.3 (1) The words "an event of default" appears in the 11th line of the Sub-Clause are deleted and the words "a repudiation of the Contract" are substituted therefore.

41.1 Commencement of Works

The text is deleted and substituted with the following:

The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

42.1 Possession of Site Access Thereto

Project Director Shaheed BB University Sheringal, Dir Upper shall hand over the possession of site to the contractor.

44.1 Extension of Time for Completion

Add the following Para at the end of Clause.

Engineer shall recommend the extension of time to the Employer and upon approval from the Employer, the Engineer shall notify to the Contractor.

46.1 Rate of Progress

Add the following Para at the end of Clause.

The supervision charges of the Consultants, Engineer, and other supervisory staff as the case may be, in the extended time allowed to the Contractor shall be deducted from the contractor.

The following Sub-Clause 47.3 is added:

47.3 Interim Liquidated Damages

The Contractor shall carry out work at site according to approved programme (work schedule) & shall update the work schedule as per requirement of the Engineer. Progress at site if found consistently behind the schedule in the two consecutive quarters, interim

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liquidated damages shall be implemented at half rate of liquidated damages as mentioned in appendix-A to bid, which may be refunded if the progress again matches the approved work schedule any time during the currency of the works.

49.3 Cost of Remedying Defects

The following sub-clause 49.3 (d) is added.

49.3(d) or not following the instruction of the Engineer given in writing to the Contractor.

51.2 Instructions for Variations

At the end of the first sentence, after the word "Engineer" the words " in writing, with a copy to the Employer" are added.

52.1 Valuation and Variations

In the tenth line, after the words "Engineer shall" the following is added: Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

And further add:

For the purpose of valuation of VO, where rates are not available in the priced BoQ, then the Rates of MRS-2019 (CSR KP) shall be applied along with %age \pm premium or discount as the case may be, offered by the bidder/contractor and approved by the Employer. In case of non-availability of required rates in MRS, analysis of rates shall be done by the Engineer as per General Engineering practice i-e original expenditures of materials and labour, adding 10% Contractor's Profit, and 5% Overhead Charges. (and 7.5% Withholding Tax, if applicable, to the contractor). It is further added that the descriptions of MRS are abbreviated and shall be referred to Rate Analysis of MRS and Detailed Description of CSR attached with CSR-1999. The Engineer shall accord approval of the Employer for variations before notifying to the Contractor.

52.2 Power of Engineer to Fix Rates

The BoQ is priced on MRS/CSR of Khyber Pakhtunkhwa hence the items rate as well premium or discount as the case may be, offered by the bidder/contractor and approved by the Employer shall be fixed without any change during the currency of the Contract.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire thereof contains a provision in accordance with the requirements set forth above.

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The following Sub-Clauses 59.4 and 59.5 are added:

59 Nominated Subcontractors

Clause 59 is deleted in its entirety.

60.1 Monthly Statements

In the first line after the word "shall", the following is added:

"On the basis of the joint measurement of work done under Clause 56.1,"

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Cause 60.11 (a) (6) hereof".

60.2 Monthly Payment

In the first line, " 28" is substituted by "14".

60.10 Time for Payment

In the clause the text "In the event of the failure ----- or otherwise" is deleted and replaced with " in the event of failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum, upon all sums unpaid from the date by which the same should have been paid. The provision of this sub-clause is without prejudice to the contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site, but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and

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- (6) The sum payable for such materials on Site shall not exceed 75 % of the
- (i) Landed cost of imported materials, or
 - (ii) Ex-factory /ex-warehouse price of locally manufactured or produced materials, or
 - (iii) Market price of other materials.

(b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

63.1 Default of Contractor

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

The works executed at the risk and cost of the defaulter contractor, either by the Employer directly or through another contractor, any sum incurred in excess, which would have been paid to 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 shall be final and conclusive) shall be borne and paid by the defaulter contractor, and shall be deducted from any money due to the Employer under the Contract or otherwise, or from his security deposits or from the value of the performance security. The defaulter contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or enter into any engagement, or made any advances on account of, by with a view to, the execution of the works or the performance of the contract.

Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

65.2 Special Risks

The text is deleted and substituted with the following:

The Special Risks are the risks defined under Sub- Clause 20.4 sub-paragraphs (a-i) to (a-v) of PCC.

65.6 Out Break of War

In Sub-Clause 65.6, delete the text “ in any part of the world” from the second line of the paragraph.

67.2 Amicable Settlement

The Employer and Contractor may agree to constitute *Dispute Adjudication Board (DAB)* as per FIDIC guidelines prior to arbitration proceeding on a particular dispute on ad-hoc basis or for dispute(s) permanently with the mutual consent of both parties.

67.3 Arbitrations

In the sixth to eight lines, the words “shall be finally settled.... appointed under such Rules” are deleted and substituted with the following:

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Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

The place of arbitration shall be Sheringal, Dir Upper Khyber Pakhtunkhwa, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective addresses are:

The Employer;	Employer's Representative:
The Vice Chancellor Shaheed Benazir Bhutto University, Sheringal, Dir Upper.	Project Director, Shaheed Benazir Bhutto University Sheringal, Dir Upper
The Engineer:	Engineer's Representative:
General Manager M/S ACE (Pvt.) Ltd. (Arts Section)	Resident Engineer M/S ACE (Pvt.) Ltd.

Or any person/firm/authority nominated from time to time by the Employer.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in entirety.

The contract is fixed priced contract, hence no-price adjustment (increase or decrease in cost) shall be made.

The following sub-clauses are added.

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes, except in case where the contractor has produced tax exemption certificate at the time of bidding.

It is to clarify that pricing of Bill of Quantities is done adopting rates of MRS/CSR of Khyber Pakhtunkhwa, where the rates are based on the rate analysis duly available on the official website of Govt. of Khyber Pakhtunkhwa. The Rate Analysis are done as per Engineering

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Practice i-e original cost of material and labour adding 10% as contractor's profit, 5% as overhead charges of the contractor further for payment of withholding tax by the contractor to the Govt. 7.5% is added to each item of MRS/CSR. As some area of the country and province is exempted from tax, hence Finance department of Govt. of Khyber Pakhtunkhwa wide Notification No.SO (Dev-II)/FD/12-6/2014-15 dated 21/04/2015 it was directed that Engineer's while preparation of estimate for the area pertaining to tax exempted shall frame the estimates with 7% less cost to defray the amount added in the rate analysis to meet withholding tax. Hence the same is deducted from the estimate and shall not be payable to the contractors pertaining to tax exempted area. The contractors not pertaining to tax exempted area shall be dealt with as per practice in the other area of the country as the 7% shall not be deducted from the estimate so that deduction could be made from the bills and could be paid to the tax authorities.

73.2 Customs Duty & Taxes

The contract price shall be deemed to include every element of duty or tax leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the site and no such duty or tax shall be separately reimbursable.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix to his Bid, then the Employer shall be entitled to:

- i. recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants;
- ii. terminate the Contract; and
- iii. Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

75.1 Termination of Contract for Employer's Convenience

The Employer shall be entitled to terminate the Contract at any time for the Employer's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor:

- (a) Shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) Shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.

76.1 Liability of Contractor

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

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77.1 Joint and Several Liabilities

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

78.1 Details to be Confidential

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

79.1 Particular Conditions of the Contract (PCC)

The above provisions under Particular Conditions of the Contract (PCC) shall complement, amend, or supplement the provisions of the General Conditions. Wherever there is a conflict, the provisions herein above shall prevail over those in the General Conditions.

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**SPECIFICATIONS
SPECIAL PROVISIONS (SP)**

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SPECIFICATIONS - SPECIAL PROVISIONS

1. GENERAL

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

2. DESCRIPTION OF PROJECT WORKS INVOLVED AND SITE

- 2.1 The sponsoring agency, has issued an Administrative Approval for the project and funding shall be done accordingly.
- 2.2 The proposed project envisages herein this Contract shall be the “**Construction of Micro Hydel Power**”, at SBBU Sheringal. The weather at Sheringal Dir Upper is moderate in summer and very cold in winter with November to January as snowfall period. However, constructors are advised to have relevant data of the weather from the concerned meteorological department.
- 2.3 The Employer will give to the Contractor possession of the area designated and defined as “the Site” on the drawing or in surrounding of Sheringal or as may be required to implement the Works.

3. CODES, STANDARDS AND CERTIFICATES

A. Applicable Standards

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

ACI	- American Concrete Institute (USA)
AISI	- American Iron and Steel Institute (USA)
AISC	- American Institute of Steel Construction (USA)
ANSI	- American National Standard Institute (USA)
ASTM	- American Society for Testing and Materials (USA)
AASHTO	- American Association of State Highway & Transportation Officials.
AWS	- American Welding Society (USA)
BS	- British Standards (UK)
CP	- Codes of Practice (UK)
PS	- Pakistan Standards (Pak)
SSPC	- Steel Structures Painting Council (USA)
UBC	- Uniform Building Code (USA)
USBR	- United States Bureau of Reclamation (USA)
ASA	- American Standard Association
ASCE	- American Society of Civil Engineers.
ICAO	- International Civil Aviation Organization
BSICP	- British Standard Institute Code of Practice
PCA	- Portland Cement Association
PSQCA	- Pakistan Standard & Quality Control Authority.

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

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B. Standards other than those Specified

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

C. Codes and Standards at Site

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

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

4. MANUFACTURER'S RECOMMENDATIONS

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

5. UNITS OF MEASUREMENTS

As far as possible the Metric System of Units shall be adopted along with FPS system. However, keeping in view the local practices, knowledge, experiences and capabilities of the Contractor skilled/unskilled staff and materials availability, the Imperial System (FPS System) of Units (i-e British system) has been used in the drawings and pricing BoQ and the same will be adopted in the entire project.

6. PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his own cost, modern plant, including batching plant for concrete work equipment and tools which are adequate and benefitting to the nature, magnitude and size of contracted Works, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

7. STORAGE & HANDLING FACILITIES

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment, materials and for his temporary office, in and around the site of works, during the currency of the Contract.

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8. FIELD LABORATORY AND TESTING

8.1 General

The Contractor shall provide and maintain a field laboratory well equipped with approved equipment to perform all tests that shall be required by the Engineer for quality assurances. These tests shall be performed by Contractor's competent personnel in accordance with quality control programme as established by the Contractor and approved by the Engineer. If the Engineer so desires, the Contractor shall at his own cost, facilitate performing of certain tests in any other laboratory as designated by the Engineer.

The Contractor shall employ qualified material Engineer, Technicians and helpers for managing the laboratory activities and shall provide any assistance, from time to time or whenever required by the Engineer for testing purposes.

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

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

All quality control tests shall be carried out in accordance with applicable Standards and Codes.

8.2 Field Laboratory Equipment Requirements

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

The laboratory shall also be equipped with new, unused furniture, fittings and fixtures. If any equipment, furniture, fitting or fixture becomes unserviceable for any reason what so ever, the Contractor shall promptly replace the same as and when directed by the Engineer.

8.3. Testing Laboratory Certificates

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these specifications.

8.4. Method of Payment

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

In case the Contractor does not provide the specified equipment and testing facility, then the same shall be done from the approved labs such as UET lab etc. and payment made to such labs along with 40% overhead and shall be deducted/ recovered from the Contractor's bills.

9. SURVEYING INSTRUMENTS

9.1 General

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works along with qualified Surveyors and Survey Helper. The equipment

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shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be made available to the Engineer when directed. All surveying equipment shall be in excellent working conditions.

9.2 Surveying Equipment Required

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

- i. Electronic Total Station with accessories 1 No.
- ii. Steel measuring tapes 30 m long 2 Nos.
- iii. Steel measuring tapes 6 m long 2 Nos.
- iv. All other miscellaneous tools, equipment and materials required in surveying.

10. APPROVAL OF MATERIALS AND PLANT

10.1 Quality of Materials

All materials, fixtures, fittings, supplies and plant to be furnished under the Contract shall be new and conforming to standards of first grade quality both in-terms of workmanship and design. No inferior or low-grade materials, supplies or articles shall either be approved or accepted. All permanent Works, whether of installation, assembly or of construction as envisaged under the Contract shall be performed in a first-class and workmanlike manner. While asking for prices for materials intended for delivery to the site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

10.2 Submission of Samples and Data

- 10.2.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.
- 10.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 10.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refer.
- 10.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.
- 10.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.
- 10.2.6 In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials shall not be approved until all related samples have been submitted.
- 10.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

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10.2.8 The Contractor shall erect Mock-up samples of finished items (such as wooden/aluminum doors/windows/ventilators, all exterior/interior finishes including tile work, concrete pre-cast elements like jali/grill work, false ceiling, etc.) where specifically called for in the documents or as directed by the Engineer.

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

10.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

10.3 Inspections

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

10.4 Approved Sample at Site

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

11. BAR BENDING SCHEDULE

Bar bending schedule (of reinforcement bars) of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval. Copies of the same shall be returned to Contractor with a copy to the Employer.

12. DRAWINGS

12.1 Bid Drawings

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

12.2 Construction Drawings, Supplementary Drawings

After award of Contract, the Bid Drawings may become Construction Drawings.

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

12.3 Definition of Term Drawings

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

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12.4 Checking of Drawings

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

12.5 Copies of Drawings

One (1) set of the Construction Drawings will be issued to the Contractor at the time of Construction free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

12.6 Drawings to be furnished by the Contractor

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

12.6.1 Reinforcement Drawings

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

12.6.2 Shop Drawings

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

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

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

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

- (b) The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor / supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.
- (c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.
- (d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of

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the corrections spelled out by the Engineer and in a separate note on the shop drawings.

- (e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.
- (f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

12.6.3 As-Built Drawings

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

The Contractor shall, within fourteen (14) days of issuance of Taking-Over Certificate for whole of the Works, furnish to the Engineer for his approval two (2) copies of such marked up drawings. One (1) copy of each of the marked up drawings approved by the Engineer shall be returned to the Contractor by the Engineer and these shall be used for the preparation of the As - Built Drawings.

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

13. PROTECTION OF THE WORKS

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

The Contractor shall take all proper steps for protection at all places on or about the works which may be dangerous to his workmen or any other person or to traffic. The Contractor shall provide and maintain warning signs, Warning Lamps and Barricades as necessary.

14. PRODUCT DATA

Manufacturer's standard schematic drawings shall be modified or deleted to indicate only information which is applicable to the project. Such standard information shall be supplemented to provide all additional applicable information.

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials product or models. Dimensions and required clearances shall be indicated. Shop performance characteristics and capacities shall be noted.

15. RESTORATION AND CLEANING

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

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

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

16. SITE OFFICES AND TEMPORARY FACILITIES TO BE PROVIDED BY CONTRACTOR.

16.1 Contractor's Office, Facilities Etc.

The Contractor shall establish and maintain Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall not be limited to the Contractor's Site Office, labor camps, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and firefighting equipment etc. The Contractor shall be solely responsible for arranging all utilities and the Contractor shall setup, maintain and operate an architectural and engineering facility at sites with adequate number of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall arrange his labour camp, work yard, storage area and site offices within the site areas available at the sites.

16.2 Temporary Roads

The Contractor shall prepare and maintain such temporary roads as may be necessary, from the site to the nearest road and also within the plot. Such roads shall be positioned strictly in accordance with the Engineer's instructions and the Contractor shall reduce or control any dust nuisance by regularly spraying water and compaction as directed.

16.3 Temporary Services

16.3.1 Temporary Water Supply

The Contractor shall make his own arrangement for water resources necessary potable and other water for construction purposes for all trades at least three (3) points at different locations within the site and from where the Contractor shall take-off the piping at the desired location of construction. The Contractor shall make his own arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades at rates mutually agreed with the Employer to the concerned local agency.

The Employer upon the recommendation of the Engineer may provide water available extra/overflow with Employer to the Contractor if he so requests through the Engineer. The Contractor shall construct tanks and other reservoir for storage as well as shall make necessary

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arrangement of piping etc. The water may be supplied in night time by the Employer for storage by the Contractor. Monthly deduction of Rs. 5000/- per month in lump sum shall be made from the bills of the Contractor.

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

16.3.2 Temporary Electricity

The Contractor, at his own expense shall provide temporary electricity connection at three (3) points and at locations within the site areas from the PESCO and shall make all the necessary arrangements for temporary electricity services, pay all expense in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades at commercial rates of PESCO.

Notwithstanding to above, to ensure uninterrupted work at site against any unforeseen reasons he shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working condition through-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractor and the offices of the Engineer/Employer, during construction at site. Should the set fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generating set/s to the satisfaction of the Employer as well as the Engineer.

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

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

16.3.3 Waste Disposal

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

16.3.4 Fire Protection

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

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

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

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

16.3.5 Telephone

The Contractor shall provide and maintain adequate one land line telephone (PTCL) on site. The contractor shall be responsible for installation and connection charges as well as monthly charges. The telephone shall be made available to the Engineer for due performance of their duties at all time and free charge during construction and defect liability period.

16.4 Sign Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer two (2) Sign Boards of minimum 6'x4' dimensions approved by the Engineer. The Sign Boards shall be made of metal, MS Sheet. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer, the Consultant and the Contractor both in English and Urdu Language.

16.5 Site Offices and other Facilities for the Engineer / Engineer Representative

The Contractor shall, within fourteen (14) days of the commencement of any work at the Site provide for the exclusive use of the Engineer or thereto Resident Engineer Office accommodation at site comprising covered area of not less than Four Hundred (400 Sft) along with washroom facility, of approved design and specification by the Engineer, along with suitable approaches (Framed Structure, Raft foundation, BB Work, CSM, RCC Roof, PC Plaster, PCC floor etc. as directed by the Engineer). The site office shall be connected to the electrical, portable water supply and sewage disposal systems.

No payment shall be made for the works involved within the scope of this section of specifications, the cost thereof shall be deemed to have been included in the Premium/ discount and total price quoted by the Contractor. Upon completion of Project the Site Office shall become property of the Employer.

If the Contractor fails to provide above facilities, the Engineer shall submit the case to the Employer for execution of the same at the Risk and Cost of the Contractor and shall be charged to the Contractor's bills/IPC's/FPC.

16.5.1 Transportation for the Employer and Engineer

The Contractor shall provide transportation facility for sampling, testing and visit to laboratories as required by the Engineer

16.6 Site Facilities to be provided by the Contractor

16.6.1 General

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

16.6.2 Labour Camps and Staff Residences

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the

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purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 1960 and all other applicable provisions of the Pakistan Labour Laws.

16.6.3 Administrative and Field Office

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

16.6.4 Work yards and Storage Areas

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

16.6.5 Water Supply, Sewerage System and Electricity

The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities.

16.6.6 Medical Care

The Contractor shall be responsible for the medical care of the Project staff and labour and shall provide and maintain at his own expense suitable first aid center at site and camps for use by the Project staff and labor.

16.6.7 Other Facilities

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

17. CONSTRUCTION PROCEDURES

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

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts and the Contractor shall obey these orders without any additional payments and without any objections or request for compensation. In that case overtime payment of Consultant supervising team shall be charged to the Contractor & deducted from Bills & paid to the Consultant by the Employer.

18. NOTIFICATION TO ENGINEER FOR INSPECTIONS

The Engineer shall be notified daily in writing of the nature and location of the Works the

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Contractor intends to perform the next day so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

19. EXISTING SERVICES

The Contractor shall search for, find, locate and protect any wiring, cable, duct, pipework, etc. within or immediately adjoining the site area. The Contractor shall be responsible for safety of existing services lines, utilities and utility structures uncovered or encountered during excavation and construction operations.

The Contractor shall be responsible for damaging any such service lines, utility, utility structure and any cost and/or expense that arise or issues from any such damage shall be borne directly by him. Should any damage to any such service occur the contractor shall forthwith take remedial action, initiate safety precautions, install temporary services and carryout repair all at his own cost and expense and inform the Engineer with a copy to the Employer.

Existing utilities which are to remain in service for or after the works are to be determined by the Contractor. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during these operations, they shall be safeguarded, protected from damage, and supported.

20. NIGHT WORK

No Work shall be allowed at night unless specifically allowed by the Engineer/Resident Engineer under special circumstances. When work is done at night, the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof. The contractor shall be responsible to pay for the overtime payment and other expenses to the Resident Engineer and its staff.

21. WEATHER

No work is to be undertaken when, in the opinion of the Engineer, the weather is not suitable that proper protection of the work cannot be ensured.

22. CO-ORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to co-ordinate and keep-up good relations with other Contractors employed on site by the Employer.

23. ACCIDENT PREVENTION, PROTECTIVE EQUIPMENT

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

All requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

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

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

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

24. SETTING OUT OF WORK & SOIL INVESTIGATION SURVEY

24.1 Topographic Survey Reference Points, Lines & Re-confirmatory Soil Investigation

The Contractor shall carry out detailed topographic survey of the project site showing all its existing features, services, levels, contours, plants etc. & establish benchmarks and/ or reference line at the Site in accordance with the instructions of the Engineer/Resident Engineer. The Contractor shall set out the work from these benchmarks and lines and submit the soft & hard copies of the survey plan to the Engineer/Resident Engineer. The Contractor shall also carry out re-confirmatory geo-tech investigation of the project site as determined by the Engineer/Resident Engineer with complete programme to be supplied by the Engineer's representative to check bearing capacity of the project sites, if so required and ordered by the Engineer subject to the approval of the Employer.

24.2 Verification

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

24.3 Survey Instruments

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

25. MONTHLY JOINT PROGRESS MEETING

A monthly Joint Progress Meeting (JPM) between the Engineer/ Engineer's representative and Contractor shall be held on site to review, evaluate and discuss the progress of the Project.

Any instructions issued to the Contractor through the minutes of the meeting shall have the same effect as instructions issued by the Engineer under General Conditions of Contract.

The Contractor shall make all necessary arrangements for such meetings, including the preparation and presentation with respect to the Project directed by the Engineer.

26. PRECAUTION FOR POLLUTION

Precautionary measures and facilities shall be provided by the Contractor at his own cost in carrying out the Works including dumping and disposal of spoils, in the manner approved by the Engineer to prevent environmental pollution.

27. COORDINATION OF WORKS AT SITE

The Contractor shall take cognizance that during the execution of the project, other Contractor will be working concurrently on this site.

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All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractors or their workmen or any other employee, who execute or supervise any work on the Site.

The Contractor shall ensure that the necessary safety precautions will be observed and interferences shall be avoided especially for the works executed side-by-side by different Contractor.

Due consideration must be given to permit access to sections of the work as required by other contractors for the extension of their works. With a view to coordinate the works, the Engineer may from time to time direct the order of the works to be carried out.

28. SHIFTING / RE-ROUTING OF SERVICES

The contractor shall be responsible for shifting / re-routing / diversion of services if any in the site area and shall coordinate with the concerned agencies / department and facilitate the client for the purpose without any claim / cost.

29. PREVENTIVE / PRECAUTIONARY AND SECURITY MEASURES

Project site being located in the high security zone, the contractor shall make security clearance of his staff / labor and vehicles deployed at the project. Preventive / precautionary and security measures shall be adopted. Security passes shall be made by the contractor for his staff for identification purpose at their own cost and responsibility.

30. DISMANTLING OF EXISTING STRUCTURE

The contractor is required to undertake dismantling of existing structure, if any, falling in the project area for construction of the project work and visit the site to ascertain the quantum of work. The cost of dismantling work is deemed to have been covered under the quoted rate / bid.

31. CONSTRUCTION & CHECKING AT SITE

- 31.1 The contractor shall submit to the engineer in due time for approval and discussion, his proposal and plan as to the method and procedure to be adopted for the temporary and permanent works involved.
- 31.2 The submitting to these suggestions and arrangement, and the approval thereof by the engineer shall not relieve the contractor of his responsibilities and duties under the contract.
- 31.3 The carrying out of all work included in the contract is to be supervised by a sufficient number of qualified representatives of the contractor and full facilities and assistance are to be afforded by the contractor to manage, check & examine the execution of the works in accordance to the contract.
- 31.4 No physical work shall be carried out without prior approval of the Engineer's representative and in absence of Engineer's representative, further to ensure quality work it is mandatory to submit to the Engineer on daily basis the inspection program for the next day and a check request book shall be maintained which shall be submitted for each activity along with supporting documents such as level sheet, bar bending schedule etc. This check request after approval by the Engineer shall be attached with monthly statement / IPA / IPC for verification of work done on site to the Engineer and to the Employer if asked.
- 31.5 The measurement sheets for each item of work carried out and claimed / submitted for payment shall be provided with a column showing number of approved check request confirming the physical execution of work in presence of the Engineer's Representative.

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- 31.6 All the bills i-e running or final (IPA/IPC/FPC) etc. shall be prepared by the contractor computerized as per approved pattern of the Employer having title page, classification sheet, IPC, summary of costs, abstract of costs and prices, measurements sheet/record entry and other documents. The bill shall be submitted to the Engineer for verification at site, which shall be amended by the contractor if any change is done/ proposed by the Engineer/Employer. Upon payment six copies shall be arranged by the contractor for his own record and other relevant offices.
- 31.7 The Contractor shall engage supervisory staff for execution of works as mentioned in the Appendix to Bid. In case of failure (of Contractor to hire the minimum staff), the Employer upon recommendation of the Engineer shall hire the same from open market in a suitable rate/salary, which shall be charged to the bills of the Contractor.

32. PAYMENT OF WORK

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

The cost thereof shall be deemed to have been included in the Premium/ discount/%age rates and total price quoted by the Contractor.

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Check List

For Preparation and Submission of Bidding Documents

Single Stage Two Envelop Bidding

Ser	Description	Remarks
1.	Have you carefully studied and signed each page of the bidding document?	Yes / No
2.	Do you certify that Bid Documents have been downloaded from website by yourself, you did not contact any University's/work's person/staff other than for site visit before submission of bid?	Yes / No
3.	Are you eligible to participate in bidding as per NIT/ and ITB-3, PEC Registration No._____Category C-_____Valid upto_____.	Yes / No
4.	Have you visited the site, got requisite information in respect of bid, and submitted the bid for complete scope of work?	Yes / No
5.	Have you submitted Qualification Documents and Technical Proposal in separate envelop as per ITB.	Yes / No
6.	Have you submitted Financial Bid in separate envelop as per ITB.	Yes / No
7.	Have you put the both envelops (i-e Technical and Financial) in one envelop, sealed, stamped signed the top as per PPRA Rules, Bid Documents?	Yes / No
8.	Have you attached Bid Security (Original) to Financial Bid and attached certificate of availability in Technical Bid as ITB?	Yes / No
9.	Do you know that your bid shall be valid for 120 days?	Yes / No
10.	Have you properly filled Rates/percentage in specified space in summary of Bill of Quantities, keeping in view Detailed BoQ, BoQ/CSR/MRS Rates, Preamble of BoQ, Conditions of the Contract, Drawings, and Specifications?	Yes / No
11.	Do you know that items, quantities of BoQ can be increased, decrease and even deleted during execution and performance of the Contract?	Yes / No
12.	Do you know that Tax @ 7.5% is included by Govt. in MRS/CSR rates and are shall not payable to the firms pertaining to tax exempted area, as not going to be paid by firms to Govt.?	Yes / No
13.	Shall you provide Performance Bond if Contract is awarded to your firm?	Yes / No
14.	Do you know that time for completion of entire works under this bid is only Five months?	Yes / No
15.	Do you certify that you shall complete the entire works, remedy therein defects in accordance to the BoQ, Specifications, drawings, appendices and Conditions of the Contract?	Yes / No
16.	Have you revisited University's website on the second last day of submission of bid for updating yourself in respect of bidding?	Yes / No

Seal and Signature of Bidder M/S_____