

**SHAHEED BENAZIR BHUTTO UNIVERSITY  
SHERINGAL DIR UPPER KHYBER PAKHTUNKHWA  
PAKISTAN.**

- NAME OF WORKS:- REPLACEMENT OF SOLAR LIGHTS  
OVER BOUNDARY WALL
- PROJECT NAME:- DEVELOPMENT OF UNIVERSITY OF  
DIR SHERINGAL.
- SPONSORING AGENCY: HIGHER EDUCATION COMMISSION,  
ISLAMABAD.
- FUNDING AGENCY: PLANNING COMMISSION, GOP.

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**BIDDING DOCUMENTS**

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March 2024



**ACE (PVT) LTD.**

**ASSOCIATED CONSULTING ENGINEERS -  
ACE (PVT) LTD. ARCHITECTURAL AND  
TOWN PLANNING SERVICES DIVISION**

1-C/2, M.M. Alam Road, Gulberg – III Lahore.

Ph. 92-42-35759417-9, Fax No. 92-42-35878278 Email:  
[aceron@brain.net.pk](mailto:aceron@brain.net.pk)



**Shaheed Benazir  
Bhutto University  
Sheringal Dir  
Upper**

## Check List

### Preparation and Submission of Bidding Documents **Single Stage Two Envelop Bidding**

<b>Ser</b>	<b>Description</b>	<b>Remarks</b>
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?	Yes / No
3.	Are you eligible to participate in bidding as per NIT and IB-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 60 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.	Shall you complete the entire works in the specified time given in NIT?	Yes / No
13.	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
14.	Have you REVISITED University's website on the second last day of submission of bid for updating yourself in respect of bidding?	Yes / No

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## **INSTRUCTIONS TO BIDDERS**

(Note: These Instructions to Bidders (IB) alongwith Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

### **A. GENERAL**

#### **IB.1 Scope of Bid & Source of Funds**

##### **1.1 Scope of Bid**

The Employer as defined in the **Bidding Data** (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the **Bidding Data** (hereinafter referred to as “the Works”).

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

##### **1.2 Source of Funds**

The Employer has arranged funds for the said works.

#### **IB.2 Eligible Bidders**

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly registered with FBR & KPRA.

#### **IB.3 Cost of Bidding**

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

### **B. BIDDING DOCUMENTS**

#### **IB.4 Contents of Bidding Documents**

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders (ITB).
2. Form of Bid & Schedules to Bid.
3. Preamble and Bill of Quantities.
4. Conditions of Contract & Contract data.

5. Standard Forms & Formats.
6. Specifications. (Technical Provisions)
7. Drawings.

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

#### **IB.5 Clarification of Bidding Documents**

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than seven (07) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be uploaded on official website of university including a description of the enquiry but without identifying its source.

#### **IB.6 Amendment of Bidding Documents**

- 6.1 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.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 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.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### **IB.8 Documents Comprising the Bid**

- 8.1 The bid prepared by the bidder shall comprise the following components:

**(A) Qualification Documents (Technical Proposal) shall comprise;**

- i. Company profile (showing origin, head office, branches, vision, mission, management, directors, personals, and other necessary information);
- ii. Written power of attorney authorizing the signatory of the bid to act for and on behalf of the Bidder;
- iii. Current litigation information;
- iv. Availability of Bank Credit line;
- v. Bank Statements and financial statements duly audited by chartered accountants upto the C.F.Y;
- vi. Experience record regarding in hand and previous contracts;
- vii. Personal, Financial, Equipment capability;
- viii. Status of enlistment with other Govt. Organizations;
- ix. Joint Venture Agreement (if applicable).
- x. Affidavit as the firm is eligible to participate in the bidding and is not black listed.
- xi. Copy of registration with Federal Board of Revenue.
- xii. Certificate that **Bid Security** has been attached to the financial proposal without showing the amount of bid security.

Note: - format for preparation abovementioned documents is available on PEC website (Pre-qualification of constructors).

**(B) Financial Proposal**

- a. Dully filled-in Form of Bid and Bill of Quantities along with complete set of bidding documents prescribed in sub-clause 4.1;
- b. Original Bid Security;

**IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

**9.3 Site Visit**

- a) The bidders are advised to visit and examine the Site of Work 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.
- b) The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their

personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

- c) The Bidder or his authorized representative may 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.
- d) 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.
  - vi. The type & nature of soil existing in area of work
  - vii. The existing conditions of Site.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) It is particularly mentioned that the subject work is completion of remaining/balance works, where the nearby buildings are already functional and under use by the University, hence following steps and precautionary measure shall per especially considered;
  - a. Transportation of materials shall be made from external sides, either through lift machine arrangement or manual means.
  - b. Debris, rubbish and other unwanted materials collected due to this construction, on plinth protection, courtyard, sunshades and surroundings



- shall be removed by the contractor with-out any payment to the contractor.
- c. High quality of ethics shall be observed by the contractor, its representatives, and labour staff. The contractor shall ensure avoidance human nuisance upto possible extent.

#### **IB.10 Bid Prices, Currency of Bid and Payment**

- 10.1 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.).
- 10.2 The bidder shall fill up the blank space in the summary of Bill of Quantities indicating in %age (percentage) and correspondence amount,( keeping in view the instructions contained in the Preamble to Bill of Quantities) over the BoQ rates & amounts duly priced on MRS/CSR KP for the Works to be performed under the Contract.
- 10.3 Unless otherwise stipulated in the Conditions of Contract, 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.

#### **IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

#### **IB.12 Documents Establishing Works' Conformity to Bidding Documents**

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in **Bidding Data**.
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IB.13 Bid Security**

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in NIT in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued 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 up to twenty eight (28) days beyond the bid validity date.

- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause IB.21, or
    - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

#### **IB.14 Validity of Bids, Format, Signing and Submission of Bid**

- 14.1 Bids shall remain valid for the period stipulated in the **Bidding Data** after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare one set of document comprising the bid as described in Clause IB.8 and clearly mark as "ORIGINAL". In the event of discrepancy between document available on university's website duly uploaded by the university and the bid document submitted by the bidders, the uploaded document shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

#### **D. SUBMISSION OF BID**

##### **IB.15 Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1 Bids must be received by the Employer (at the address) not later than the time and date mentioned in invitation for bid.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 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 pursuant to Sub-Clause IB.13.5(a).

#### **E. BID OPENING AND EVALUATION**

##### **IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the **NIT**. Opening of the bids shall be done in following two stages;

###### **1. Opening of bids.**

###### **(A) Envelop -I (Qualification Documents/ Technical Proposal)**

Prior to open the financial bid of the bidders, Envelop-1 (i-e Qualification Documents /Technical Proposals) shall be opened and shall be placed for evaluation for the purpose in accordance to the specified criteria.

###### **(B) Envelop –II (Financial Proposal)**

- i. Only the Bids (Financial Proposals) of the Qualified and Technically accepted/responsive bidders will be opened publically by the Bid Opening Committee in the presence of Bidder representatives who choose to attend, at the time, date and location stipulated in the invitation. The Bidder representatives who are present shall sign attendance sheet evidencing their attendance.
- ii. Envelopes marked "Modification", "Substitution" or "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

- iii. The Bidder 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.
- iv. Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause above.

**2. Evaluation of bids.**

Evaluation Committee shall evaluate the bids, in following two stages;

**(A) Envelop -I (Qualification Documents/Technical Proposal).**

- a) To determine the eligibility of the bidder for participation in the bidding, the committee will verify the bidder in accordance to the instructions specified under clause IB-3. The Qualification Documents/ Technical Proposals of only eligible bidders shall be evaluated further.
- b) Qualification of the bidders shall be determined in accordance to criteria set herein below from the documents submitted by the bidders, prescribed in IB-11. Bidder scoring 50% and above marks shall be declared as pass. Criteria for qualification of bidders shall be as;

**1. Experience;**

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

<b>Sr. #</b>	<b>Description</b>	<b>Detailing</b>	<b>Weightage</b>
i)	Works/Projects of similar nature and complexity completed over last 10 years.	5 marks/each project	15
ii)	Works/Projects of similar nature and complexity in hand.	5 marks /each project	10
iii)	Experience of Works related to this bid but not basic part.	5 mark/ each project	5
iv)	Status of enlistment with Govt. Org. and other agencies.	1 mark/ each Deptt.	5
	<b>Sub-total:</b>		<b>35</b>

**2. Personnel Capabilities;**

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

<b>Sr. #</b>	<b>Description</b>	<b>Detailing</b>	<b>Weightage</b>
i)	Graduates in employment of the firm in relevant field.	01 Nos.	6
	a) Number	03 years/each	3
	b) Experience (in number of years)		

ii)	DAE in Employment of the Firm in relevant field. a) Number b) Experience (in number of Years)	01 Nos. 03 years/each	4 2
<b>Sub-Total:</b>			<b>15</b>

### 3. Financial Position;

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

Ser. #	Description	Detailing	Weightage
i)	Working Capital in last 3 years.	2 mark/ million	10
ii)	Registration with Income Tax Department	Y=10	10
iv)	Litigation History where decision went against the Firm.	N=5	10
v)	Blacklisting from any Agency	N=5	5
<b>Sub-Total:</b>			<b>35</b>

### 4. Equipment and machinery;

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

Sr. #	Description	Marks Assigned	Explanation for Marks Obtained
1	Dumper Trucks/Dyna/ Shower/ Loader	10	Total Marks = (Marks Obtained / 60) * 15
2	Steel cutting & Bending Machine	10	
3	Form Work/ Scaffolding Pipe	10	
4	Concrete Mixer/ Lift with Machine	10	
5	Generator Set (5 KVA)	10	
6	Vibrator/plate compactor	10	
<b>G. total</b>		<b>60</b>	<b>15</b>

### (B) Envelop -II (Financial Proposal);

Financial proposal of only Eligible, Qualified/Technically Responsive bidders duly opened by the bid opening committee shall be placed for evaluation by following steps mentioned herein below;

Preliminary Examination of Bids and Determination of Responsiveness;

- (a) the Employer/purchaser will examine the Bids to determine whether;
- a. The documents have been properly signed,

- b. The Bid is valid till required period,
- c. Completion period offered is within specified limits,
- d. 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) it is not accompanied with bid security,
- (iv) it is received after the deadline for submission of bids,
- (v) it is submitted through fax, telex, telegram or email,
- (vi) the bidder refuses to accept arithmetic correction,
- (vii) The submitted bid is conditional,
- (viii) It limits the bidder's obligation in any way under the contract.
- (ix) Appendices/schedules are not filled properly.
- (x) Formats/proformas are not accepted for implementation.

(The Employer will open the financial bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the invitation for bid).

- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the

## Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

## 16.8 Evaluated Bid Price

In evaluating the bids, the Engineer/Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

## **IB.17 Process to be Confidential**

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. 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.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

## **F. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

Single stage two envelope bidding procedure shall be adopted.

### **IB.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-Clause IB.19.2, 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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause of IB.
- 19.2 Notwithstanding Sub-Clause IB.19.1, 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

### **IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 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.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding



Documents, incorporating all agreements between the parties.

- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.
- 20.4 Contract Agreement, Performance Bond, Indemnity Bond, Integrity Pact, etc. shall be submitted by the successful bidder on the Non-Judicial Stamp Paper of at least value of Rs. 100/- each.

**IB.21 Performance Security (if mentioned in Letter of acceptance)**

- 21.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

**IB.22 Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

## **BIDDING DATA**

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

### ***Instructions to Bidders***

#### ***Clause Reference***

**1.1 Name of Employer**

Shaheed BB University, Sheringal Dir Upper

**5.1 (a) Employer's address:**

Shaheed BB University, Sheringal Dir Upper

**(b) Engineer's address:**

Shaheed BB University, Sheringal Dir Upper

**10.3** Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

**13.1 Amount of Bid Security**

As per NIT

**14.1 Period of Bid Validity**

60 days

**14.4 Number of Copies of the Bid to be Submitted**

Only original bid

**14.6 (a) Employer's Address for the Purpose of Bid Submission**

As per NIT

**15.1 Deadline for Submission of Bids**

As per NIT

**16.1 Venue, Time, and Date of Bid Opening**

As per NIT

## FORM OF BID

(LETTER OF OFFER)

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_

(Name of Works)

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ address \_\_\_\_\_

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules 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 in the amount of \_\_\_\_\_ drawn in your favour 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 deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ 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 receive.
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 \_\_\_\_\_, 20

Signature \_\_\_\_\_

in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of \_\_\_\_\_

(Name of Bidder in Block Capitals)

(Seal)

Address

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Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address:

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**SCHEDULE - B TO BID**

**SPECIFIC WORKS DATA**

**Not Applicable**

**SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS**

**Not Applicable**

Sign.....  
Seal/Stamp .....  
M/S.....

**SCHEDULE – D TO BID**

**PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

Sign.....  
Seal/Stamp .....  
M/S.....

**SCHEDULE – E TO BID**

## METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

Sign.....  
Seal/Stamp .....  
M/S.....



**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of 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 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 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 time 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: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**Appendix-G to Bid**

Sign.....  
Seal/Stamp .....  
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 authorised 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 maintenance of the Contract, 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 authorised 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: \_\_\_\_\_

Witness-1.  Signature: _____ Name: _____ CNIC No: _____ Address: _____	Witness-II.  Signature: _____ Name: _____ CNIC No: _____ Address: _____
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Sign.....  
 Seal/Stamp .....  
 M/S.....

Dated on \_\_\_\_\_ day of \_\_\_\_\_ [date of signing]

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

Sign.....  
Seal/Stamp .....  
M/S.....

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

##### **Other Definitions**

Sign.....  
Seal/Stamp .....  
M/S.....

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

**1.2 Interpretation**

Words importing persons or parties shall include firms and organizations. Words importing singular or one gender shall include plural or the other gender where the context requires.

**1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

**1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

**1.5 Communications**

Sign.....  
Seal/Stamp .....  
M/S.....

All Communications related to the Contract shall be in English language.

**1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

**2. THE EMPLOYER**

**2.1 Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

**2.2 Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

**2.3 Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

**2.4 Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

**3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

**3.1 Authorized Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

**3.2 Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

**4. THE CONTRACTOR**

**4.1 General Obligations**

Sign.....  
Seal/Stamp .....  
M/S.....

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required.

**4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

**4.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

**4.4 Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast AA rating from PACRA/JCR for the amount equal to 10% of the Contract Price and valid for construction & defect liability period.

**5. DESIGN BY CONTRACTOR**

**5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

**5.2 Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

Sign.....  
Seal/Stamp .....  
M/S.....

## 6. EMPLOYER'S RISKS

### 6.1 The Employer's Risks

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### 7.2 Programme

Sign.....  
Seal/Stamp .....  
M/S.....



Shall be submitted by the Contractor for grant of approval from the Engineer.

### 7.3 **Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

### 7.4 **Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

## 8. **TAKING-OVER**

### 8.1 **Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

### 8.2 **Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## 9. **REMEDYING DEFECTS**

### 9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully

Sign.....  
Seal/Stamp .....  
M/S.....

performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

## 9.2 **Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

## 10. **VARIATIONS AND CLAIMS**

### 10.1 **Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may

Sign.....  
Seal/Stamp .....  
M/S.....

give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the Engineer/Employer being unable to keep all relevant records or not taking steps to minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

#### 10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

#### 10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty-eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible, agree the value. In the absence of agreement, the Employer shall determine the value.

### 11. **CONTRACT PRICE AND PAYMENT**

#### 11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall , be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the 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 in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement.

The contractor shall be responsible to pay monthly salary of PMU and Consultant, as funds are not available relevant head of PC-1, however their services are required.

#### (b) **Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

Sign.....  
Seal/Stamp .....  
M/S.....

**11.2 Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

**11.3 Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

**11.4 Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, which ever is the later.

**11.5 Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

**11.6 Currency**

Payment shall be in the currency stated in the Contract Data.

**12. DEFAULT**

**12.1 Default by Contractor**

Sign.....  
 Seal/Stamp .....  
 M/S.....

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

## 12.2 **Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilise from the Site.

## 12.3 **Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilise from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

## 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilisation together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

**13. RISKS AND RESPONSIBILITIES**

**13.1 Contractor’s Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer’s/Engineer’s issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer’s Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

**13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilise the Contractor’s Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

**14. INSURANCE**

**14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer’s Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved

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by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

**14.2 Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

**15. RESOLUTION OF DISPUTES**

**15.1 Engineer’s Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

**15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

**15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

**16 INTEGRITY PACT**

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16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (b) 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 Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

**CONTRACT DATA**

**Sub-Clauses of Conditions of Contract**

(Contract Data shall prevail over the General Conditions where there is conflict.)

**1. GENERAL PROVISIONS**

**1.1 Definitions**

**The Contract**

**1.1.1 Contract.**

List of Contract Documents;

- (a) The Contract Agreement
- (b) The Letter of Acceptance
- (c) The completed Form of Bid
- (d) The Priced Bill of Quantities along with preamble
- (e) The Contract Data
- (f) The Conditions of Contract
- (g) The Drawings

**1.1.2 Specifications.**

- (a) The Specifications (Technical Provisions As per MRS-KP)

**1.1.3 Drawings.**

- (a) The Bidding Drawings
- (b) The Construction Drawings
- (c) The Shop Drawings
- (d) The As Built Drawings
- (e) Other as directed by the Employer/Engineer

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**The Persons**

**1.1.4 The Employer.**

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

**1.1.4 The Engineer.**

TBN

**1.1.5 The Contractor**

The lowest evaluated successful bidder to whom the Contract has been awarded.

**The Dates, Times and Periods**

**1.1.7 Commencement Date means**

The date mentioned in the Engineer's Notice to Commence work/Works order.

**1.1.9 Time for Completion**

The date mentioned in the Engineer's Notice to Commence work/Works order.

**1.3 Priority of Documents**

As stated in list of Contract Documents sub clause 1.1.1 above.

**2. THE EMPLOYER**

**2.1 Provision of Site:**

Shall be provided by the University to the Contractor.

**3. ENGINEER'S/EMPLOYER REPRESENTATIVES**

**3.1 Authorized Person:**

(The Contract Documents etc. shall be signed by him on behalf of employer)

Director of Works

Shaheed Benazir Bhutto University, Sheringal, Dir Upper.

**3.2 Name and Address of Engineer's/Employer's Representative;**

(Shall handover possession of site and all the necessary Technical matters shall be addressed to him)

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**5. DESIGN BY CONTRACTOR**

**5.1 Contractor's Design**

Shall be carried out, as described in Specifications under Special Provisions and/or Technical Provisions.

**7.4 Late Completion**

**a. Liquidated Damages.**

Amount payable due to failure to complete the work in stipulated time shall be

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**0.10%** per day up to a maximum of **10%** of Contract Price i-e sum stated in the Acceptance Letter.

**b. Rate of Progress**

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognized days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Employer in additional supervision costs, such cost shall, after due consultation with the Employer and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Employer.

**c. Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Conditions of the contract, for the whole of the Works or, if applicable, any Section within the relevant time prescribed hereby, then the Contractor shall pay to the Employer the relevant sum as decided by the employer as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

**d. Reduction of Liquidated Damages**

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of Alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

**9. REMEDYING DEFECTS**

**9.1 Remediying Defects**

Period for Remediying Defects is 180 days (six months).

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**10. VARIATION AND CLIAMS (Alterations, Additions and Omissions)**

Delete sub-clause and substitute the text with;

**a. Variations**

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the Contract,
- (b) Omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) Change the character or quality or kind of any such work,
- (d) Change the levels, lines, position and dimensions of any part of the Works,
- (e) Execute additional work of any kind necessary for the completion of the Works, or
- (f) Change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with conditions of the contract. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

**b. Instructions for Variations**

The Contractor shall not make any such variation without written instruction of the Engineer. Provided that no instruction shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill of Quantities.

**c. Valuation of Variations**

All variations referred to hereinabove and any additions to the Contract Price which are required to be determined (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract (Priced BoQ) if, in the opinion of the Engineer, the same shall be applicable. If the Contract (Priced BoQ) does not contain any such rates then the Rates of MRS/CSR with %age  $\pm$  duly evaluated from the Contract Price and Engineer's Estimate. However the MRS/CSR/ does not cover the same then actual market rate adding labor charges and 10% contractor profit and 5% overhead charges (along with tax if applicable) as per general engineering practice shall be adopted.

**d. Variations Exceeding 15 per cent**

If, on the issue of the Taking-Over Certificate for the whole of the Works, it is found that as a result of:

- (a) all varied work valued under Sub-Clauses 10. a & b.
- (b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, but not from any other cause, there

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have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding Provisional Sums and allowance for day works if any) then and in such event (subject to any action already taken under any other Sub-Clause of this Clause), after due consultation by the Engineer with the Employer and the Contractor, there shall be added to or deducted from the Contract Price such further sums as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's Site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Employer. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the Effective Contract Price.

## **11. CONTRACT PRICE AND PAYMENT**

### **11.1 (a) Terms of Payments**

Substitute the text with;

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract shall be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor. In the event of the 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 in local currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement.

### **(b) Valuation of the Works**

Work done shall be priced by adopting Priced BoQ Rates.

### **11.2 Monthly Statements**

#### **(a) The value of work executed**

##### **a. Items and Quantities of BoQ;**

The items mentioned and quantities set out in the Bill of Quantities are only for comparison of bids. Execution & working at site shall be done as per directions of the Engineer and shall be paid for actual work done at site.

##### **b. Works to be measured;**

The contractor shall submit monthly statements for the actual work carried out in accordance to the drawings, specifications and directions of Engineer. All the measurements shall be evident from the approved Check Request, lab test reports, level sheets etc. where ordered or any other procedure and methodology set by the Engineer, regarding which the contractor shall be informed accordingly.

#### **(b) Secured advance on Materials**

The contractor shall be entitled to receive secured advance against an

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indemnity bond acceptable to the employer of such sum which 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;

- I. The materials are in accordance with the Specifications for the permanent works;
- II. Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction of Engineer but at the risk and cost of the contractor;
- III. The contractor have kept record of requirements, orders, receipt, gate pass invoices, use of materials etc. and shall be available for inspection and for submission of claims.
- IV. 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 off without written permission of the employer; and
- V. The sum payable for such materials at site shall not exceed 75% of the;
  - a. Ex-factory/ex-warehouse price of locally manufactured of produced materials, or
  - b. Market price of other materials.
- VI. The recovery of secured advance paid to the contractor shall be effected from the monthly payment on actual consumptions basis;

**11.3 Interim Payments**

Retention money shall be deducted from the Running Payments @ Ten Percent (10%) until it reaches the maximum limit of Five Percent (5%) of the Contract Price.

**11.6 Currency of Payment**

Payment shall be done in Pak. Rupees.

**15 RESOLUTION OF DISPUTES**

**15.3 Arbitration;**

Place of Arbitration shall be Sheringal Dir Upper.

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**FORM OF PERFORMANCE SECURITY**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) 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 the 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 9, Remedying Defects, 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.

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We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for 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 bounded 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.

Witness:  
1. \_\_\_\_\_  
  
\_\_\_\_\_  
Corporate Secretary (Seal)  
  
2. \_\_\_\_\_  
  
\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Guarantor (Bank)  
  
1. Signature \_\_\_\_\_  
  
2. Name \_\_\_\_\_  
  
3. Title \_\_\_\_\_  
  
\_\_\_\_\_  
Corporate Guarantor (Seal)

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**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Employer") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ 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 Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
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 within 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor  
\_\_\_\_\_  
(Seal)

Signature of the Employer  
\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:  
(Name, Title and Address)

Witness:  
(Name, Title and Address)

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**SCHEDULE - A TO BID**

**PREAMBLE TO SCHEDULE OF PRICES**

**1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.
- 1.3 The specification shall be as per MRS/Finance Deptt. of KP uploaded on KP Govt website.

**2. Description and rates**

- 7.1 As per MRS of KP and the same are mentioned in BoQ (schedule items) if available other wise market rate

**3. Units & Abbreviations**

- 3.1 Taken from MRS

**4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the summary of Schedule of Prices (BoQ) shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The rebate or premium shall be entered in relevant place.
- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.  
  
(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

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**Appendix – A to Bid****PREAMBLE TO SCHEDULE OF RATES**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications, Descriptions of CSR/MRS and Drawings (and other documents as mentioned in ITB/Contract data).
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% withholding tax) and adding/deducting %age (percentage) quoted by the bidders.
3. 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.
4. 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.
5. 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, hence the rate/ %age/ premium/ discount shall be entered vary carefully by the bidders.
6. Variation Order if required, due to any reason shall be valued 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 (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% (10% Contractor Profit and 5% overhead charges).
7. Instructions for pricing of bid and quoting rates (%age) over summary of estimates shall be deemed considered by the bidders.
8. Units of measurements, symbols and abbreviations shall comply with the FPS System except Steel Reinforcement which is in MKS.
9. The contractor shall visit the site and check the site requirements and estimates and inform the engineer (in writing) about the actual requirement, however in case of any change in requirement at site and estimate the contractor shall accord approval of Engineer before execution at site.

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<b>Bill of Quantities (Engineer's Estimate)</b>						
<b>Replacement of Solar lights over boundary wall at Shaheed BB University, Sheringal, Dir Upper</b>						
<b>Ser. #</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>MRS It. No</b>	<b>Rate</b>	<b>Amount</b>
1	Providing of solar light (integrated penal) complete of 120 watts (12V) all in one (light+ battery+ sensor+ solar plate) auto on/off (white) and fixing over the existing pole with additional arrangement for fixing in position	56	Nos			
					<b>Total</b>	
					Add/deduct (premium/rebate)	
					<b><u>Net Total</u></b>	
					<b><u>Net Total</u></b>	<b><u>Million</u></b>

We the undersigned offer to execute and complete such works and remedy therein any defect in conformity with the complete bidding/ contract documents (i-e Conditions of the Contract, Contract Data, BoQ along with preamble, Specifications (Technical & Special Provisions), appendices, formats and Drawings within the Stipulated Period in the Quoted Rates by us.

Sign.....  
Seal/Stamp .....  
M/S.....