

**BIDDING DOCUMENTS  
FOR  
CONSTRUCTION  
OF  
NASTECH PARK AT  
SUKKUR IBA UNIVERSITY**

- **Instructions to Bidders**
- **Bidding Data**
- **Bill of Quantities, Summary, Appendix-D to Bid,  
Page BD-12**
- **Form of Bid & Appendices to Bid Forms**
- **Part-I: General Conditions of Contract**
- **Part-II: Particular Conditions of Contract**
- **Specification – Special Provisions**

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**Sukkur IBA University**  
www.iba-suk.edu.pk

**NOTICE INVITING TENDER (THROUGH EPADS)**  
**Tender Proc/EPADS/39/2024-25**

Sukkur IBA University invites bids on Composite Schedule of Rates (CSR)/item rate basis electronically through EPADS (E-Pak Acquisition & Disposal System) on a single stage two envelope procedure from the eligible and experienced firms registered with Pakistan Engineering council (PEC), Income tax & Sales tax and Sindh Revenue Board (whichever is applicable) departments for the following works. Manual bids will not be considered.

S. No.	Name of Works	Estimated Cost Rs. in Million	Time for completion
01	Establishment of Nisar Ahmed Siddiqui Technology Park (NasTech-Park) at Sukkur IBA University	505.8 Million (PKR)	18 Months

**1. Eligibility:** i. Valid Registration with PEC (Catt C2 & Above), FBR, and SRB.  
ii. Evidence shows that the annual turnover of the company is equal or twice the estimated cost.

**2. Qualification:**  
i. Financial Statement (summary) and income tax return/ audited accounts reports for the last 03 years.  
ii. List of Building works undertaken over the past 03 years along with work orders.  
iii. List of litigation (if any) their nature and status/outcomes.  
iv. Company profile (including Date of establishment, details of the work done, work in hand, details of technical staff/manpower engaged (Attach Proof) etc.  
v. Affidavit that the firm is not blacklisted.

**3. Issuance:** Documents will be issued from the date of publication **09-April-2025 to 25-April-2025 through EPADS.**  
(i) **Submission:** The Last date for submission is **April 25, 2025**, up to **3:00 pm** through EPADS.  
(ii) **Opening:** will be opened on **25-April-2025 at 3:30 pm** through EPADS.  
(iii) Place(s) of issuance, submission, and opening will be through EPADS.

**Terms & Conditions.**  
i. Under the following conditions, the bid will be rejected: -  
a. Conditional bids/tenders.  
b. Bids not accompanied by a bid security of the required amount and form.  
c. Blacklisted firms.  
ii. **Bid validity Period: 90 days.**  
Bidding documents can be obtained and submitted through EPADS as per the above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions can be downloaded from the following websites & submitted electronically through EPADS.  
<https://www.iba-suk.edu.pk/tenders>  
<https://portalsindh.eprocure.gov.pk>  
Bid Security @ 2% of Bid Cost in the shape of a pay order should be in favor of "Sukkur IBA University."  
The procuring agency reserves the right to accept or reject any or all bids prior to the acceptance of a bid as per SPP Rules 2010 (Amended to date).

In case of any query/confusion, please email  
at: [pd@iba-suk.edu.pk](mailto:pd@iba-suk.edu.pk) and [ahsan.khan@iba-suk.edu.pk](mailto:ahsan.khan@iba-suk.edu.pk)

**PROJECT DIRECTOR**

**SUKKUR IBA UNIVERSITY**  
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# INSTRUCTIONS TO BIDDERS

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**INSTRUCTIONS  
TO  
BIDDERS**

## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

<b>IB.1</b>	<b>Scope of Bid</b>	1.1	The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
		1.2	The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.
<b>IB.2</b>	<b>Source of Funds</b>	2.1	PSDP Project
<b>IB.3</b>	<b>Eligible Bidders</b>	3.1	<b>This Invitation for Bids is open to all bidders meeting the following requirements:</b>
		2.16(7.9i) Notification# No.DD(HRF& CB)/sppra/22 -23/0942. Dated:10th April 2023	<ul style="list-style-type: none"><li>a. <b>Duly licensed by the Pakistan Engineering Council (Catt C2 or above) in the category relevant to the value of the Works.</b></li><li>b. <b>Duly pre-qualified / enlisted with the Employer</b></li><li>c. <b>Experience in similar nature of work(s) executed during last five years.</b><ul style="list-style-type: none"><li>I) <b>At least one similar nature of work having minimum cost 80%of the estimated cost of work: or</b></li><li>II) <b>At least two similar nature works each having minimum cost 50% of estimated cost.</b></li></ul></li><li>d. <b>Financial: Average annual financial turn-over not less than equivalent scheme/project during last five years,</b></li></ul>
<b>IB.4</b>	<b>One Bid per Bidder</b>	4.1	Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.
<b>IB.5</b>	<b>Cost of Bidding</b>	5.1	The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>IB.6</b>	<b>Site Visit</b>	6.1	The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder’s own expense.

- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

## **B. BIDDING DOCUMENTS**

### **IB.7 Documents Comprising the Bid**

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

### **IB.8 Clarification of Bidding Documents**

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

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

### **IB.9 Amendment of Bidding Documents**

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub--Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

### **C. PREPARATION OF BID**

- IB.10 Language of Bid** 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.
- IB.11 Documents Accompanying the Bid** 11.1 Each bidder shall:
- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
  - (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
    - (i) Evidence of access to financial resources along with average annual construction turnover;
    - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
    - (iii) Work commitments since prequalification;
    - (iv) Current litigation information; and
    - (v) Availability of critical equipment.and  
furnish a technical proposal taking into account the various Appendices to Bid specially the following:  
Appendix-E to Bid Proposed Construction Schedule  
Appendix-F to Bid Method of Performing the Work  
Appendix-G to Bid List of Major Equipment  
Appendix-K to Bid Organization Chart for Supervisory Staff
- and other pertinent information such as mobilization programme etc;
- 11.2 Bids submitted by a joint venture of two or more firms shall comply with the following requirements:
- (a) the bid and in case of a successful bid, the Form of Agreement shall be signed so as to be legally binding on all partners;
  - (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
  - (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.

11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

**IB.12 Bid Prices**

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

12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.

12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

**IB.13 Currencies of Bid and Payment**

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's

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

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

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

#### **IB.14 Bid Validity**

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

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

#### **IB.15 Bid Security**

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer.

15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:

- (i) furnish the required Performance Security; or
- (ii) sign the Contract Agreement.

**IB.16 Alternate Proposal by Bidder**

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

**IB.17 Pre-Bid Meeting**

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

**IB.18 Format and Signing of Bid**

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible

ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

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

#### **D. SUBMISSION OF BIDS**

##### **IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid both in soft & hard format as under:
  - a) Each bidder shall submit the bid electronically through EPADS (Technical & Financial) as well as through courier on mentioned address separately and upload the scanned bid along with copy of Bid security. Technical & Financial Proposals shall be uploaded on EPADS separately to maintain the confidentiality.
  - b) ORIGINAL and each copy (Technical & Financial) of the Bid shall be separately sealed and put in separate envelopes and marked as such.
  - c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
  - (a) be addressed to the Employer at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
  - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

- IB.20 Deadline for Submission of Bids**
- 20.1 (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- IB.21 Late Bids**
- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.
- IB.22 Modification, Substitution and Withdrawal of Bids**
- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

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

- IB.23 Bid Opening**
- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, through EPADS in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.
- IB.24 Process to be Confidential**
- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.
- IB.25 Clarification of Bids**
- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- IB.26 Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material

deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**IB.27 Correction of Errors**

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

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

**IB.28 Evaluation and Comparison of Bids**

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause IB.27;

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

(c) making an appropriate adjustment for any other acceptable variation or deviation.

28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and

schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

## **F. AWARD OF CONTRACT**

### **IB.29 Award**

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Employer having credible reasons for, or prima facie evidence, of any defect in Bidders' capacities, will determine to its satisfaction that the substantially responsive, lowest evaluated Bidder, whether already pre-qualified or not, is qualified to satisfactorily perform the Contract in accordance with the applicable Qualification Criteria including the following:
- (a) The Bidder should have successfully completed at least one similar project in the last five years either independently or as a lead partner; and
  - (b) The Bidder should have successfully completed in the last five years any specific project having value equal to or higher than the total Bid Price.

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

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

### **IB.31 Notification of Award**

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the

Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

- IB.32 Performance Security**
- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- IB.33 Signing of Contract Agreement**
- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.
- IB.34 General Performance of the Bidders**
- The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council. Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.
- IB.35 Integrity Pact**
- The Bidder shall sign and stamp the Integrity Pact provided at Schedule-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.
- IB.36 Instructions not Part of Contract**
- Bids shall be prepared and submitted in accordance with these Instruction which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or Contract Documents.

## BIDDING DATA

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

### Instructions to Bidders Clause Reference

#### Clause IB.1                      **Scope of Bid**

##### Sub Clause 1.1                **Name and address of the Employer:**

The Employer is:

**Sukkur IBA University**

(Hereinafter Called the "Employer" Which expression shall include the successors, legal representatives and permitted assignees).

The Employer's Representative:

**Project Director/ Project Coordinator**

**Sukkur IBA University**

**Nisar Ahmed Siddiqui Road**

**Sukkur, Sindh**

**Pakistan**

##### **Name of the Project & Summary of the Works**

The name of the Project is:

Construction of

**Nisar Ahmed Siddiqui Technology Park at Sukkur IBA University**

The Summary of the Works:

Sukkur IBA University intends to construct Technology Park

The works comprise of RCC frame structure building works lying within the lines, boundaries and limits shown in the Drawings and any such additional areas adjacent thereto as may be designated by the Employer/Engineer from time to time for the construction to be Performed under the Contract. All such areas and additional areas shall be comprised within the Site of Works.

#### Clause IB.2                      **Source of Funds**

##### Sub Clause 2.1

The Employer has received funding from Higher Education Commission, Government of Pakistan under PSDP and has sufficient funds to cover the Cost of the entire Project for which these Bidding Documents are issued.

**Clause IB.3****Eligible Bidders****Sub Clause 3.1**

- a. Duly licensed by the Pakistan Engineering Council (PEC) in the category C-2 or above;
- b. Registered with relevant tax authorities such as FBR, SRB etc.
- c. Having Annual Turnover not less than estimated cost for the last 03 years.

**Clause IB.7****Documents Comprising the Bid**

Delete the text of Sub-Clause 7.1 and substitute with the following:

The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

**7.1.1 Volume – I**

- Instruction to Bidders
- Bidding Data
- Form of Bid & Appendices to Bid
- Forms of Bid Security, Performance Security, Contract Agreement, Mobilization Advance against Bank Guarantee and Indemnity Bond for secured advance against Material Brought at Site.
- Part-I - General Conditions of Contract
- Part-II – Particular Conditions of Contract
- Special Provisions

**7.1.2 Volume-II**

- Technical Specifications for
  1. Civil Works
  2. Electrical Works
  3. Plumbing & Firefighting Works
  4. Health & Safety

**7.1.3 Volume-III**

- BOQ for
  1. Civil Works
  2. Electrical Works
  3. Plumbing & Firefighting Works

**7.1.4 Volume-IV**

- Drawings for
  1. Architectural Works
  2. Structural Works
  3. Electrical Works
  4. Plumbing & Firefighting Works

**Clause IB.8****Clarification of Bidding Documents****Sub-Clause 8.1**

Any prospective bidder requiring any clarification (s) in respect of Bidding Documents including any explanation/clarification of the items of works or their description as provided in the Invitation for Bids may notify the Employer's Representative in writing not later than fifteen (15) days prior to the date fixed for submission of bids. The Employer's response will be made not later than ten (10) days prior to the date fixed for submission of Bid.

<b>Clause IB.10</b>	<b>Language of Bid</b>
<b>Sub-Clause 10.1</b>	English
<b>Clause IB 11</b>	<b>Documents Accompanying the Bid</b>
<b>Sub-Clause 11.1 (b)</b>	After Item (v) add the following: (vi) Latest status of access to financial resources and commitments for the duration of Construction Period (including the current year).
<b>Sub-Clause 11.3</b>	The Bidder shall also submit along with the Bid the entire original document issued to him comprising Volume-I to Volume-II.
<b>Clause IB.12</b>	<b>Bid Price</b>
<b>Sub-Clause 12.3</b>	The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Company Taxes, Municipal Octrois, Levies and any other taxes imposed by the Government of Pakistan/Provincial Governments/local bodies, export and import duties and necessary permits and conform the requirements thereof at his own responsibility and include the same in his quoted unit rates and Bid Price. The quoted unit rates and Bid Price shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract. No claim at any later stage on this account will be entertained.
<b>Sub-Clause 12.4</b>	In line three (03) after the Word “Contract” delete the rest of the text of the Sub Clause.
<b>Clause IB.13</b>	<b>Currencies of Bid and Payment</b>
<b>Sub-Clause 13.1</b>	The unit rates and the prices shall be quoted by the Bidder entirely in Pakistani Rupee. All the payments to the Contractor for the works done shall be made in Pakistani Rupees. No foreign currency payment is admissible under this Contract.
<b>Sub-Clause 13.2</b>	The Sub-Clause is deleted in its entirety.
<b>Clause IB.14</b>	<b>Bid Validity</b>
<b>Sub-Clause 14.1</b>	Ninety (90) days
<b>Clause IB.15</b>	<b>Bid Security</b>
	The Bid Security shall be 2% of the value of work.
<b>Sub-Clause 15.2</b>	in shape of Pay Order or Demand Draft” “or bid security issued by a scheduled bank”. A Certified Cheque issued by a Schedule Bank will also be acceptable.
<b>Clause IB.17</b>	<b>Pre-Bid Meeting</b>
<b>Sub-Clause 17.1</b>	<b>Venue, time and date of the pre-Bid Meeting</b>  <b>at 15: 00 hrs. in the office of Project Director, Sukkur IBA University.</b>
<b>Clause IB.18</b>	<b>Format and Signing of Bid</b>

**Sub-Clause 18.4**

The Bidder shall prepare and submit the original documents comprising the Bid as described in Clause 7 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “**ORIGINAL**” along with One (01) copy.

**Sub-Clause 18.5**

One (01) copy of Power of Attorney must be attached to the Bid submitted to the Employer if this Bid is signed / executed by a person other than the President, Partner or Owner of the Bidder’s Company.

**Clause IB.19**

**Sealing and Marking of Bids**

**Sub-Clause 19.1**

***Each Bidder shall submit his Bid through EPADS as well as Through courier, Both Technical & Financial proposals shall be uploaded separately.*** Copy of scanned Bid security must be attached with financial proposal. Process for hard format is as under:

- (a) **ORIGINAL BID** comprising Volume-I shall be put in a separate envelope, sealed and marked as “**Original**”. The **copy** of the Bid shall be put in a separate envelope, sealed and marked as “**Copy**”.
- (b) Bid Security shall be put in separate envelope. The envelopes containing the **Bid Security, Original Bid, the Copy and other Bid Documents** shall be put in a larger envelope, which will be properly sealed and returned by the fix date and time.
- (c) Provide the following text on the larger outer envelope.

**WARNING: Not to be opened before 15:00 hrs on \_\_\_\_\_**

**Sub-Clause 19.2**

Employer’s address for the purpose of Bid submission is as follows:

**Project Director/Project Coordinator  
Sukkur IBA University  
Nisar Ahmed Siddiqui Road  
Sukkur, Sindh  
Pakistan**

Name & identification number of the Contract is as follows:

**Name: Construction of Nisar Ahmed Siddiqui Technology Park at Sukkur IBA University**

Time and date of pre-bid meeting, bid opening shall be as per the data provided in the Invitation for Bids.

**Clause IB.20**

**Deadline for Submission of Bids**

**Sub-Clause 20.1(a)**

\_\_\_\_\_, 12:00 hrs.

**Clause 23.1**

**Bid Opening.**

**Sub-Clause 23.1**

**Venue, time, and date of Bid opening:**

**Project Director, Sukkur IBA University at 15:00 hrs  
Evaluation and Comparison of Bids**

**Clause IB-28**  
**Sub-Clause 28.1**

In evaluating the Bids the Employer shall also examine whether the bid is balanced and the method of Performing the work Appendix-F and Proposed Construction Schedule Appendix-E submitted by the Bidder to confirm that all the requirements of staff to be deputed at site and Construction plant and equipment (Appendices -K &G) have been met without any deviation or reservations and that the proposed resources to be deputed by the Bidders' are adequate to Construct and Complete the Works in the proposed time period. Furthermore, the Contractors ability to mobilize and harness additional resources when required shall also be considered.

Conditional Bids shall be rejected notwithstanding the fact that those conditions are withdrawn by the Bidder subsequent to opening of the Bids.

**Sub-Clause IB.29.2**

**Clause IB.30**

**Employer's Right to Accept any Bid and to Reject any or all Bids**

Employer reserves the Right to Accept any Bid and to Reject any or all Bids as per PPRA Rule 33(1).

**Sub-Clause 30.2.**

The Employer may withhold a reasonable amount in %age from the executed items to balance out the amount of lower/non workable items and the withheld amount will be released progressively in proportion to these items after execution.

**Clause IB.31**

**Sub-Clause 31.1**

Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

**Sub-Clause 31.2**

No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

**Sub-Clause 31.3**

The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

**Sub-Clause 31.4**

Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

**Clause IB.32**

**Performance Security**

**Sub-Clause 32.1**

The successful Bidder shall furnish to the Employer a Performance Security in the form of an unconditional and irrevocable Bank Guarantee from a Schedule Bank in Pakistan in an amount of 5% (five percent) of the Contract Price stated in the Letter of Acceptance in accordance with the Conditions of Contract within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.

**Clause IB 33                      Signing of Contract Agreement**

**Sub-Clause 33.1**

“The successful Bidder shall submit along with the Performance Security/Bond a draft copy of Agreement as per the Form of Agreement provided in the Bidding Documents, incorporating all agreements between the parties.”

**Sub-Clause 33.2**

“The formal Agreement between the Employer and the successful Bidder shall be executed within twenty-eight (28) days of the receipt of Letter of Acceptance by the successful Bidder from the Employer but not before the submission by the Bidder and acceptance by the Employer of the Performance Security as per Sub-Clause 32.1 hereof.”

**Clause IB.37                      Service at Site**

**Sub-Clause 37.1**

It shall be the sole responsibility of the Contractor to provide, operate and maintain in working condition all temporary utilities and services such as water supply, Electricity, Telephone connections, sewerage disposal, etc. required for the proper execution of works under this Contract. Contractor shall also be responsible for payment of installations / re-installation /enhancement as well consumption charges, directly to the concerned agencies or any other charges or royalties levied by the concerned authority or local governing agency or any other municipal body. Bidder’s attention is specially directed to sub-clause 15.3 of Special Provision attached to these Bid Document where by the successful bidder is required to make all necessary arrangements for a temporary electricity service, at site during the whole of the Construction period.

**Clause IB.38                      Contractor’s Camp / Temporary Areas, Offices and Engineer’s /Owner’s Site Office**

The Contractor shall make on his own, arrangements for his own camp, workshops, yards, storage areas, offices, areas for erection of equipment and offices for the Engineer and the Employer closed to the site area and permissions, approvals required in this regard from the concerned agencies / authorities for all such facilities and costs thereof shall be the sole responsibility of the Contractor. P.S. labour residential camp will not be allowed inside the university campus.

## FORM OF BID AND APPENDICES TO BID TABLE OF CONTENTS

<b>BID AND APPENDICES</b>	<b>Page No.</b>
FORM OF BID	FB-1 to FB-2
Appendix-A to Bid : Special Stipulations	B-A to B-A2
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Appendix-D to Bid : Bill of Quantities	As per contents
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## FORM OF BID

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

Name of Contract: **CONSTRUCTION OF NISAR AHMED SIDDIQUI TECHNOLOGY (NASTECH) PARK AT SUKKUR IBA UNIVERSITY**

To: **Project Director  
Sukkur IBA University  
Nisar Ahmed Siddiqui Road  
Sukkur, Sindh  
Pakistan**

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. \_\_\_\_\_  

*(Amount in figures)*

(Rupees \_\_\_\_\_) *(Amount in words)* or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees \_\_\_\_\_ (Rs. \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of (119) one hundred nineteen days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of (120) one hundred twenty 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 do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We undertake that we have visited the Site and have read whole of the Bid Documents, completed the requisite information, signed and stamped all the pages of the Bid Documents. The following Bid Documents duly signed (along with a copy of Bid) are enclosed herewith in sealed separate envelopes:

**A Volume – I**

- Instruction to Bidders
- Bidding Data
- Form of Bid & Appendices to Bid
- Forms of Bid Security, Performance Security, Contract Agreement, Mobilization Advance against Bank Guarantee and Indemnity Bond for secured advance against Material Brought at Site.
- Part-I - General Conditions of Contract
- Part-II – Particular Conditions of Contract
- Special Provisions
- Addendum/Corrigendum (if any)
- Letter of Award

**B Volume-II**

- Technical Specifications for
  1. Civil Works
  2. Electrical Works
  3. Plumbing & Firefighting Works
  4. Health & Safety

**C Volume-III**

- Priced BOQ for
  1. Civil Works
  2. Electrical Works
  3. Plumbing & Firefighting Works

**D Volume-IV**

- Drawings for
  1. Architectural Works
  2. Structural Works
  3. Electrical Works
  4. Plumbing & Firefighting Works

Dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

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

\_\_\_\_\_  
**(Name of Bidder in Block Capitals & Seal)**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:  
Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

**Note: one (1) copy of power of attorney be attached to the Bid submitted to the Employer if this Bid Form is executed by a person other than President, Partner or Owner of the Bidder's Company.**

## SPECIAL STIPULATIONS

	Clause Conditions of Contract	
1.	Amount of Bid Bond in shape of pay order/ Demand draft from a scheduled bank	2.1 02% of the Contract Value
2.	Amount of Performance Security/ Bond	10.1 Five Percent (05%) of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1 Within Fourteen (14) days from the date of receipt of Letter of Acceptance/Award.
4.	Minimum amount of Third-Party Insurance	23.2 As per contract value and legal requirements
5.	Time for Commencement	41.1 Within 28 days from the date of receipt of Employer/Engineer's Notice to Commence which shall be issued within fourteen (14) after signing of Contract Agreement or possession of site, whichever is later.
6.	Time for Completion	43.1 Eighteen (18) months from the date of receipt of Employer/Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1 Zero point zero seven four percent (0.074%) of the Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of acceptance.  <b>Formula:</b> (10% contract value divided by one fourth period of construction, divided by contract value multiply by 100).
8.	Defects Liability Period	49.1 (Three hundred sixty-four) 364 days from the effective date of Taking Over Certificate.

9.	Percentage of Retention Money	60.2	Five Percent (05%) of the amount of Interim Certificate. 50% retention money shall be released substantial completion and 50% will be paid after the laps of maintenance period.
10.	Limit of Retention Money	60.2	Ten Percent (10 %) of work done.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Minimum amount of interim Payment Certificate shall be Rs.20.00 (Twenty) million.
12	Time of Payment from delivery of Employer's Engineer Interim Payment Certificate to the (Project Director) Employer.	60.10	Fourteen (14) days for verification and certificate by the Employer's Engineer and twenty-eight (28) days for recording Measurement Book and payment by the Employer (Project Director)
13	Mobilization Advance payment against Bank Guarantee issued by schedule bank of Pakistan	60.12	10% (Ten percent) of the total price of the Contract.
14	Deduction of Mobilization Advance		This Advance shall be recovered in 5 equal monthly installments; first installment at the expiry of second month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**FOREIGN CURRENCY REQUIREMENTS**

**NOT USED**

**PRICE ADJUSTMENT UNDER CLAUSE 70  
OF CONDITIONS OF CONTRACT**

The source of prices and the weightages for use in the adjustment formula under clause 70 shall be as follows:

Cost Element	Description	Weightages	Applicable Price
1	2	3	4
(a)	Fixed Portion	0.44	
(b)	Local Labour (un-skilled labour per day shall be taken as representative of all types of Labour (skilled and un-skilled) of all trades)	0.16	Government of Pakistan, Pakistan Statistical Bulletin
(c)	Cement – in bags	0.12	Government of Pakistan, Pakistan Statistical Bulletin
(d)	Reinforcing Steel – per Ton Grade-60 Grade-40	0.16	Government of Pakistan, Pakistan Statistical Bulletin
(e)	Bricks	0.06	Government of Pakistan, Pakistan Statistical Bulletin
(f)	High Speed Diesel (HSD)	0.06	Pakistan State Oil (PSO)
	Total	1.00	

**Notes:**

- 1) Price for “(b) (c) (d) and (e)” shall be taken from the Government of Pakistan, Pakistan Statistical Bulletin and price for (f) shall be as announced by Pakistan State Oil (PSO). The base prices shall be fixed and current prices shall be those applying 28 days prior to the **last day of the monthly statement period**.
- 2) The Price for the cost element of “(b) (c) (d) and (e)” shall be used for the City where the Site is located. In-case the Site is not listed in the monthly Pakistan Statistical Bulletin, the prices for the nearest City listed in the Bulletin shall be used.
- 3) Any fluctuation in the prices of materials other than those given above shall not be subject to adjustment of the Contract Price and shall be deemed to be included in the rates and prices quoted by the Bidders.
- 4) The weightage is calculated on the basis of estimated quantities and cost. In the initial stage of execution, the price adjustment will be made on the basis of weightage given in above table. However the final price adjustment will be paid on the basis of weightage worked out on quantities and cost at completion of work.

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## BILL OF QUANTITIES

### A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the Priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Priced Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Priced Bill of Quantities.
7. Provisional sums included and so designated in the Priced Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.
8. The "Ref Sepcs." mentioned in Bill of Quantities indicates the Technical Specification Section number(s) which are to be followed during execution of item of work in accordance with the applicable drawings.
9. Notwithstanding provision of Clause 51 of General Conditions of Contract Part-I, no claim for extra payment will be admissible on account of anticipated profit or variation in overheads expenditure for the works not actually performed nor will any adjustment in the unit rate set forth in the Bill of Quantities be made because of any increase or decrease in the quantities indicated therein.
10. Unless otherwise stated in the text of the Pried Bill of Quantities, the quantities have to be measured and paid in accordance with the Measurement and Payment Clauses given in the relevant Technical Specifications or in accordance with implied meaning of the specifications. Any special method of measurement stated in the text of Priced Bill of Quantities is limited to the concerned items only.

11. Bidders to note that items that are not included in this contract and are required to be supplied, installed and commission complete in all respect, for these particular items(s), Bidder shall call minimum three (3) quotations from market for that particular item(s) and will be opened in the presence of contractor, Engineer, Employer's representative and the Bidder shall be paid 25% of the accepted quote by the client to cover contractor's overhead, profit and taxes etc.
12. If there occurs any change in presence item of work due to non-availability of specified material/equipment and or changed to higher or lower price item/equipment then only the difference in basic cost of item/ equipment will be paid or deducted and no overheads and profit shall be paid or deducted for the unit rate of that item. Except for income tax, which will be added to or subtracted from due to addition/subtraction of the cost of item respectively.
13. Joint Measurements: The measurements of work executed shall be taken progressively at site by the Contractor's authorized agent in collaboration with the Engineer or his authorised representative and Employer's representative if so desired. After the measurements have entered on the prescribed measurement book or books, as well as record on computer, the Engineer/Employer representative and the authorized agent of the contractor shall append their signature at the end of the measurement and affix the date thereto. The contractor's authorized agent shall write the phrase "Measurements Accepted" as a token of acceptance along with their signatures. The Engineer or his authorized representative and Employer's Representative if so desired shall write the phrase that "Measurements are 100% correct to the best of his knowledge". No payment shall be released without fulfilling the aforesaid conditions.
14. The Engineer will invite quotations for the supply of those items having their basic price in the bill of quantities for common base of bidding and minimum three (3) quotations will be required which will be opened in the presence of the Employer, Engineer and the Contractor and supply rate will be finalized. Only the difference in prices will be added or deducted from the unit rate of that item except for income tax, which will be added to or subtracted from due to addition/subtraction of the cost of item respectively.
15. The following abbreviations for the Units have been used in the Bill of Quantities.

<b>Unit</b>	<b>Abbreviations</b>
Running feet	Rft.
Square feet	Sft.
Cubic feet	Cft.
Metric Ton	M. Ton
Per Number	Each, Number, No.
Lump Sum Job	Job

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## BILL OF QUANTITIES

### B. Work Items

1. The Bill of Quantities are in Volume-I
  - Bill of Quantities for Architectural & Structural Works
  - Bill of Quantities for Electrical Works
  - Bill of Quantities for Plumbing Works
  - Bill of Quantities for Firefighting Works
  
2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_











## BILL OF QUANTITIES

### C. Daywork Schedule

#### General

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

#### Daywork Labour

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

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## SCHEDULE OF DAYWORK RATES

### I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	200			
D102	Labourer	Hr	200			
D103	Brick layer	Hr	200			
D104	Mason	Hr	200			
D105	Carpenter	Hr	200			
D106	Steel work Erector	Hr	200			
	-----etc-----	Hr	200			
D113	Driver for vehicle up to 10 tons	Hr	400			
D114	Operator for excavator, dragline, shovel or crane	Hr	520			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	200			
D122	<p><i>Sub Total</i></p> <p>Allow <u>25%</u> for Contractor's overhead, profit, income tax etc, in accordance with Paragraph 3(b) of Daywork Schedule</p> <p>Total for Daywork: Labour : _____</p> <p>(Carried forward to Daywork Summary)</p>					

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Daywork Material**

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

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## SCHEDULE OF DAYWORK RATES

### II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement ordinary Portland equivalent in bags	M. Ton	200			
D202	Coarse aggregate,	Cu. M	500			
D203	Non cohesive fill material	Cu. M	1,000			
D204	Fine aggregate for concrete as specified	Cu. M	500			
D205	Binding wire	Kg.	130			
D206	Steel reinforcement bars Grade-60	Kg.	20,000			
D207	Gelignite (Noble special) Gelatine 60% or equivalent including caps, fase, wire and requisite accessories.	M. Ton	2			
<p><i>Sub Total</i></p> <p>Allow <u>25%</u> for Contractor's overhead, profit, income tax etc., in accordance with Paragraph 4(b) of Daywork Schedule</p> <p>Total for Daywork: Materials _____</p> <p>(Carried forward to Daywork Summary) _____</p>						

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## **Daywork Constructional Plant**

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

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## SCHEDULE OF DAYWORK RATES

### III. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs. in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator, face shovel or dragline:  1. Up-to and including 1 Cu. M. 2. Over 1 Cu. M to 2 Cu. M. 3. Over 2 Cu. M	Hr	200			
		Hr	100			
		Hr	50			
D302	Tractor (tracked) including bull or angle dozer:  1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr	200			
		Hr	150			
		Hr	100			
D303	Tractor with ripper:  1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr	150			
		Hr	100			
D304	Hammer drill 30 mm dia bit for drilling in rock for close blasting	Hr	200			
	Total for Daywork: Constructional Plant _____ (Carried forward to Daywork Summary)					

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## DAYWORK

### Summary (Daywork)

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

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**BILL OF QUANTITIES  
SUMMARY OF COST**

**SUMMARY**

<b>Volume-1.</b>	<b>Priced Bill of Quantities for:</b>	<b>Amount (Rs.)</b>
	a) Architectural Works (brought forwarded from BoQ-Page )	_____
	b) Structural Works (brought forwarded from BoQ-Page )	_____
	c) Electrical Works (brought forwarded from BoQ-Page )	_____
	d) Plumbing Works (brought forwarded from BoQ-Page )	_____
	e) Fire Fighting Works (brought forwarded from BoQ-Page )	_____
	f) HVAC Works (brought forwarded from BoQ-Page )	_____
	<b>Total Price:</b>	_____

(in words: \_\_\_\_\_  
\_\_\_\_\_ )

\_\_\_\_\_  
**Signature of the Contractor**  
**With seal**

\_\_\_\_\_  
**Signature of the Employer's Representative**

## PROPOSED CONSTRUCTION SCHEDULE

Pursuant to Sub-Clause 43.1 of the General Conditions of Contract, the Works shall be completed on or before the date stated in Appendix-A to Bid.

The Bidder shall take into consideration the following mandatory milestones/stages while preparing the Schedule:

Description		Period for Completion of Works
a)	Structure of the Building	07 Months
b)	Finishing Works like Civil, Electrical, Plumbing & HVAC	09 Months
c)	Preparation and attending of punch list, test of all fixtures/fittings Lift and HVAC System and handing over / taking over and finalization of cost of works.	2 Months
	TOTAL	18 Months

The contractor shall use steel scaffolding steel/marine ply formwork.

**(Attach sheets as required for the specified form of Construction Schedule)**

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## METHOD OF PERFORMING THE WORK

(To be filled and signed by the Bidder)

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization, the type of facilities, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site and providing all services including but not limited to supply of power, water, maintenance of facilities, safety and security and all what is required for completion in accordance with the Contract.
4. **The bidder while preparing his methodology for performing and executing the works shall also consider the following:**
  - a) The timely completion of the Project as per the time provided in Appendix-A to this Bid.
  - b) The Contractor may carry out Construction Work at Site in multiple shifts. If the Contractor opts to schedule his work programme in more than single shift then he shall take into consideration that all costs related to the superintendence to be provided by the Engineer and his staff during any such additional shift(s) shall be borne by the Contractor. All costs of the engineer for such additional shift(s) shall be paid directly by the Employer and these costs shall be deducted from the contractor's bills. The Contractor will first make request for such additional shift(s) to the engineer who will allow for carrying out the works in such shifts.
  - c) The Contractor while filling out the list of major equipment required at site, shall ensure that the equipment requirement is in consonance with the construction requirement.
  - d) The Contractor shall also elaborate the harnessing of additional resources in case of delay in completion/meeting the scheduled progress of work as per approved Programme.

**(Attach sheets as required)**

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## LIST OF MAJOR EQUIPMENT – RELATED ITEMS

(To be filled and signed by the Bidder)

The Bidder will provide on Sheet 2 of this Appendix a list of all major equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the Works. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications, Project Completion time and Schedule.

**Following is a list of Minimum Mandatory Equipment Requirement to be brought /installed/ erected at site by the Contractor during Mobilization period:**

a)	Batching Plant (30 cubic meter per hour capacity) <b>Contractor shall also commit and submit details of a stand-by arrangement of a Batching Plant in case the above-mentioned plant becomes un-operative.</b>	1 No.
b)	Concrete Pump with sufficient capacity to deliver/place concrete to the highest place of the building (Stationary type)	1 No.
c)	Crane (Mobile) (25-ton capacity) ( <b>Optional</b> )	1 Nos.
d)	Crane (Tower) ( <b>Optional</b> ) (30-meter boom length with 15 ton normal and 1.5-ton capacity at tip of the boom). The height of the Crane shall be sufficient to cover the entire height of the building plus 50 feet.	1 No.
e)	Shovel/Loader/Backhoe	1 No.
h)	Concrete Transit Mixers (5-6 cubic meter capacity)	3 Nos.
i)	Cabin Hoist (1500 Kg capacity) ( <b>Optional</b> )	1 Nos.
j)	Air Compressor (15 h.p capacity)	1 No.
k)	Formwork	30,000 Sft.
l)	Scaffolding Pipes with all necessary accessories	50,000 Rft.
l)	Safety netting all around the building	20,000 sft.
m)	Water Bowser	1 No.
n)	Diesel Gen. Set 10 kVA	1 No.

**Note:**

**The Bidder while preparing his methodology for performing and executing the works and listing out Major Equipment (required to complete the works in the specified Time Schedule) in this Appendix shall consider the above-mentioned minimum requirement of Construction Equipment to be brought/installed/erected at site.**

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**LIST OF MAJOR EQUIPMENT**  
(To be filled and signed by the Bidder)

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

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## CONSTRUCTION CAMP AND HOUSING FACILITIES

(To be filled and signed by the Bidder)

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

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

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

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

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## LIST OF SUBCONTRACTORS

(To be selected from the list and signed by the Bidder)

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

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

Part of Works (Listed Sub-Contractor)	Subcontractor (Selected Contractor)
<b>1</b>	<b>2</b>

**Note:** The contractor may engaged any sub-contractor who is specialist of a field like electrical, plumbing, mechanical, data and voice networking and is registered with PEC as contractor in relevant category. The registration should be valid on the date the sub-contract is awarded with the approval of Engineer.

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ESTIMATED PROGRESS PAYMENTS**

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

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1st quarter	
2 <sup>nd</sup> quarter	
3 <sup>rd</sup> quarter	
<b>and till the completion of the Project</b>	
<b>TOTAL</b>	<b>100%</b>

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**ORGANIZATION CHART  
FOR THE  
SUPERVISORY STAFF AND LABOUR**  
(To be filled and signed by the Bidder)

Following is a list of Minimum Mandatory Staff Requirement to be deployed at site immediately by the Contractor upon commencement of works:

Designation	Nos.	Minimum Qualification	Min. Relevant Working Experience
Project Manager	01	B.Sc. Civil Engr. with valid PEC Regd.	15 Years
Site Engineer	01	B.Sc. Civil Engr. with valid PEC Regd. OR BS Civil Technology	5 Years/ 10-15 Years
Quantity Surveyor Civil	01	Diploma in Civil	8-10 Years
Mechanical Engineer	01	Diploma in Mech.	8-10 Years
Surveyor/Draftsman	01	Diploma in Civil/Survey	8-10 Years
Civil Foreman	01	Intermediate	10 Years
Mechanic	01	Matric	10 Years

Note: If contractor could not deploy required staff at site then for each relevant personnel a deduction will be made from contractor's IPCs on the basis of prevailing market rate as assessed by the Engineer In-charge.

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**(INTEGRITY PACT)**  
**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC**  
**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**  
**IN CONTRACT WORTH RS.10.00 MILLION OR MORE**

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

\_\_\_\_\_ [name of supplier] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder/Contractor] 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, consultants, 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 Government of Pakistan, 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 Government of Pakistan 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 Government of Pakistan in this regard [the Bidder/Contractor] agrees to indemnify Government of Pakistan for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of Pakistan in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Bidder/Contractor] 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.

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

**(LIST OF APPROVED MANUFACTURERS)**

(To be signed by the Bidder)

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Engineer / Employer who shall then decide and approve the sample and the manufacturer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer/Employer.

Onus lies with the Contractor for establishing the genuineness of any material/product item for its make and origin as specified below: -

**GENERAL SOURCE OF SUPPLY OF MATERIAL/ GENERAL NOTES**

1. Bricks in Pacca brick works used in sub structure will be from Rahim Yar Khan (A-I Quality, approved by Client)
2. Bricks in face brickwork will be from Lahore. (A-I Quality, approved by Client).
3. Fine aggregate (Hill sand) will be from Bholari quarry.
4. Coarse aggregate (Crush stone, Ballast) will be from Ubhan Shah.
5. Deformed Steel from Karachi (60 grade steel by Amerli/Razaque) will be used, no any rust will be allowed, at site steel must be covered with plastic covers to save it from humidity/moisture.
6. DG cement (Manufactured at Dera Ghazi Khan) will be used in all construction work. Proper and adequate steps must be taken for curing.
7. New Steel/marine ply shuttering will be used for RCC work in, columns, and beams.
8. Up to plinth level Sulpahte Resistant Cement (DG) will be used
9. All material to be used will be laboratory tested along with authentication certificate and finally selected by the client/ Consultant.
10. Use of vibrator is must in every RCC work.
11. Before execution of any activity, shop drawings must be submitted for its approval, than execution, if required sample should be prepared for approval.
12. Batch plant/ Semi Auto mixers shall be used in cementing work.
13. Before start of work proper work schedule for completion on Bar Chart, or on any software-based planning schedule for whole project must be submitted, along with this a fortnightly schedule to monitor and evaluate the progress of work.
14. Qualified and Experienced engineer must be available at site.
15. You must establish site office along with site material testing lab for material testing. All safety measures for Staff, surrounding property etc must be taken as asked by Client.

**LIST OF DRAWINGS**  
(To be signed by the Bidder)

**THE LIST OF DRAWINGS IS PROVIDED IN THE SET OF TENDER DRAWINGS**

Authorized Signature and official Seal: \_\_\_\_\_

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

Date: \_\_\_\_\_

## **FORMS**

- **BID SECURITY**
- **PERFORMANCE SECURITY**
- **CONTRACT AGREEMENT**
- **INDEMNITY BOND FOR SECURED ADVANCE AGAINST MATERIAL BROUGHT AT SITE.**

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**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety with Address: \_\_\_\_\_  
(Scheduled Bank of Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees . \_\_\_\_\_ (Rs. \_\_\_\_\_)

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

**SECURITY**

WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF PERFORMANCE SECURITY

**(Bank Guarantee/Bid Bond issued by an Insurance Co. of AA+ Rating)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

Name of Principal (Contractor) with address: \_\_\_\_\_

\_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

\_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 48, Defects after Taking Over, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the

validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Guarantor (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Particular Conditions of Contract – Part II;
  - (f) The General Conditions – Part I;
  - (g) Special Provisions
  - (h) The Appendices to Bid (B to M), (excluding Appendix-D to Bid);
  - (i) The Drawings;
  - (j) The Specifications, Technical Provisions;
  - (k) The Priced Bill of Quantities; (Appendix-D to Bid)
  - (l) Performance Security.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of Employer

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, title and Address)



**FORM OF INDEMNITY BOND FOR SECURED ADVANCE  
AGAINST MATERIAL BROUGHT AT SITE  
(ON Rs.40 NONJUDICIAL STAMP PAPERS)**

This Deed of Indemnity is issued by M/s \_\_\_\_\_  
\_\_\_\_\_ in favour of M/s \_\_\_\_\_. Whereas  
\_\_\_\_\_ has paid the Secured Advance against the cost of material through any Bank or  
like agency by any other method by virtue of the terms of the contract existing between the parties. The details  
of the material and their price for which secured advance is being sought for the period  
\_\_\_\_\_ till consumption of the material is as under:-

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

THEREFORE THIS DEED OF INDEMNIT WITNESSETH AS FOLLOWS:

I/We \_\_\_\_\_ of M/s \_\_\_\_\_ do hereby indemnify M/s  
\_\_\_\_\_ for all losses due to thefts, arson, pilferage, loss due to flood and  
inundation, shortage, deterioration and depreciation etc. through any act of Man or God or slump in the Market  
of any or all the materials financed or paid by the Employer on our request for financing payment against  
material. I/We \_\_\_\_\_ shall indemnify \_\_\_\_\_ against any or all costs, damages,  
expenses, actions, claims and losses arising out of or resulting to the said material.

I/We \_\_\_\_\_ further declare that we will faithfully abide by the above declaration and solemnly  
affirm that we will not remove, sell, pilfer any of the materials against which M/s \_\_\_\_\_ has paid  
us such a secured advance and will not pledge the same with any Bank, Finance Corporation, Firm, Company,  
Individual or the like agency or create any change thereupon in any form whatsoever.

I/We \_\_\_\_\_ do hereby also declare that in the event of my/our infringement of the  
declaration made above \_\_\_\_\_ will be entitled to forfeit all such material and also  
proceed against me/us according to the relevant clause pertaining to breach of contract.

The said material against which the secured advance has been paid shall not be removed from the site without  
prior consent of the Engineer or without his instruction and shall be used exclusively in the execution of  
permanent works to be constructed for the Employer under the Contract.

Place \_\_\_\_\_

Dated \_\_\_\_\_

Contractor \_\_\_\_\_

## **PART I**

### **GENERAL CONDITIONS OF CONTRACT**

## **PART I**

### **GENERAL CONDITIONS OF COANTRACT**

The General Conditions of Contract (Part-1) are based on the FIDIC “Conditions of the Contractor for Works of Civil Construction, Part-1, General Conditions” Fourth Edition (1987) Reprinted in 1988, with editorial amendments, Reprinted in 1992 with further amendments. These Conditions of Contract are published by the “FEDERATION OF INTERNATIONAL DES INGENIURS-CONSEILS” (FIDIC), P.O. Box 86, CH 1000, Lausanne, 12-Chailly, SWITZERLAND.

The prospective Bidders are required to obtain copy of the above-mentioned Conditions of Contract directly from Head Office of FIDIC, on the address indicated above against payment of their usual charges. However, the aforesaid FIDIC Conditions of Contract are available in the PEC Standard Form of Bidding Documents (Civil Works) which may be purchased from PEC Head Office, Islamabad, for ready reference.

The successful Bidder after award of work shall have to provide one (01) copy of the FIDIC Conditions of Contract for Works of Civil Construction, all in original obtained from the publishers for incorporation of the same in the Contract Documents of the work.

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## **PART II**

### **PARTICULAR CONDITIONS OF CONTRACT**



**Engineer's  
Duties and  
Authority**

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

The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4 "Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".
- (v) Any action under Clause 44 "Extension of Time for Completion."
- (vi) Any action under Clause 47 "Liquidated Damages for Delay".
- (vii) Issuance of "Taking over Certificate" under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
  - a) in an emergency\* situation, as stated here below, or
  - b) If such variation would increase the Contract Price by less than the amount stated in the Appendix-A to bid, which is 2% of the contract price. Execution of this clause is subject to consultation with the Employer.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor's claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

\* (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer.)

**Engineer's Representative**      **2.2**      The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

The following Sub-Clauses 2.7 and 2.8 are added:

**Engineer not Liable**      **2.7**      Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.

**Replacement of the Engineer**      **2.8**      "If the Employer intends to replace the Engineer, the Employer shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the intended replacement Engineer. The Employer shall not replace the Engineer with a person against whom the Contractor raises reasonable objection by notice to the Employer, with supporting particulars."

**Language(s) and Law**      **5.1**      (a) The Contract Documents shall be drawn up in the English language.

(b) This Agreement/Contract shall be construed and governed in accordance with laws of Islamic Republic of Pakistan.

**Priority of Contract Documents**      **5.2**      Delete the documents listed at (1) to (6) of the Sub-Clause and substitute with the following:

- (a) The Contract Agreement
- (b) The Letter of Acceptance/Award;
- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Particular Conditions of Contract – Part II;
- (f) The General Conditions of Contract – Part I;
- (g) Special Provisions
- (h) The completed Appendices to Bid (B to M) (excluding Appendix-D to Bid)
- (i) The Specifications, Technical Provisions
- (j) The Specifications, Bill of Quantities
- (k) Addendum/Corrigendum (If any)
- (l) The Drawings

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6. 6 and 6.7 are added:

<b>Shop Drawings</b>	<b>6.6</b>	<p>The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract.</p> <p>Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.</p>
<b>As-Built Drawings</b>	<b>6.7</b>	<p>At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible and a soft copy on CD/USB of all drawings amended to comply with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price. If the Contractor fails to provide the As-Built Drawings, then the deduction from his bill will be made @1.5% of the cost of Work.</p>
<b>Contract Agreement</b>	<b>9.1</b>	<p>The Contract Agreement, Performance Security, Insurance Policies /Bonds and other Bond/Guarantees/Sureties shall be prepared and completed at the cost of the Contractor. The Contractor shall prepare six (6) copies of the Contract Documents (including all the volumes / documents listed in the Contract Agreement) along with copies of all the bonds/Guarantees/Sureties, at his cost and shall submit the same to the Employer.</p>
<b>Performance Security</b>	<b>10.1</b>	<p>The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within fourteen (14) days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 05% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of a bank guarantee from any Scheduled Bank of Pakistan.</p> <p>The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.</p>

The following Sub-Clauses 10.4 is added:

<b>Performance Security Binding on Variations and Changes</b>	<b>10.4</b>	<p>The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.</p>
<b>Programme to be Submitted</b>	<b>14.1</b>	<p>The text is deleted and substituted with the following:</p> <p>The Contractor shall prepare and submit the programme of the work acceptable to the Engineers with in twenty-eight (28) days of the receipt of Letter of Acceptance for agreement of the Engineer and approval of the Employer. This programme shall identify and highlight those activities which are on the critical path.</p> <p>The time schedule may be adjusted from time to time but the contractual completion date shall remain un-changed in accordance with the tender documents unless extensions of time are approved in accordance with the</p>

contract.

The programme should be computerized and drawn-up to the critical path method. Progress reporting by the Contactor should be supported, on monthly basis with an update analysis of the progress including statement of items, which are or are to become critical to the progress of the Work, along with the proposal on how the Contractor intends to alleviate the situation. Programme should include complete sequence of activities. Programme to be Primavera / ASTA Power Project based and updated with actual progress continually and should include as a minimum (but not limited to) the following:

- a) Work Breakdown Structure.
- b) Activity List.
- c) Mandatory Dependencies.
- d) Constraints.
- e) Assumptions
- f) Activity Sequencing.
- g) Activity Duration.
- h) Resource Requirement for each activity and its duration with basis of estimates.
- i) Resource Capabilities.
- j) Procurement Plan.
- k) Total Resource Diagram requirement.
- l) Calendars.
- m) Leads and Lags.
- n) Project Schedule.
- o) Schedule Management Plan.
- p) Critical Activities.

**Cash Flow Estimate to be Submitted**

**14.3**

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

The following Sub-Clauses 14.5 is added:

**Detailed Programme and Method of Progress Report**

**14.5**

- (a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Employer/Engineer detailed programme for the following:
  - (1) Execution of Works (Detailed Methodology);
  - (2) Labour Employment and induction;
  - (3) Material Procurement;
  - (4) Plant, Machinery and Equipment (including formwork) Procurement and Induction;
  - (5) Schedule for submittals of shop drawings/bar-bending drawings, samples of material/literature for approval, any additional or supplementary details/drawings to be provided by the Engineer.
  - (6) Site Safety Plan and Measures; and
  - (7) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8<sup>th</sup> day of the following month, five (5) copies each of Monthly Progress Reports covering:

- (1) A Construction Schedule indicating the monthly progress in percentage (Planned verses Actual);
  - (2) Description of all work carried out since the last report;
  - (3) Description of the work planned for the next sixty-three (63) days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
  - (4) Monthly summary of daily job record;
  - (5) Photographs to illustrate progress;
  - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
  - (7) Variance in planned progress versus actual achieved progress to be explained with reasons;
  - (8) Measures and additional resources to be taken/deployed to make-up the delay if any; and
  - (9) Site safety Report.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment and items of work undertaken.

The following Sub-Clauses 15.2 and 15.3 are added:

<b>Language Ability of Contractor's Representative</b>	<b>15.2</b>	The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.
<b>Contractor's Representative</b>	<b>15.3</b>	The Contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

<b>Language Ability of Superintending Staff of Contractor</b>	<b>16.3</b>	A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staff is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.
<b>Employment of Local Personnel</b>	<b>16.4</b>	The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

<b>Safety Precautions</b>	<b>19.3</b>	In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such
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modifications thereto as the Engineer may authorise or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall conduct his operations and activities in accordance with the approved Safety Plan. A Safety Engineer/Inspector shall be present at all times during construction activities at the Site.

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

**Lighting Work at Night**      **19.4**

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

**Employer's Risks**      **20.4**

The Employer's risks are:

The text is deleted and substituted with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
  - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures: -

- (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
- (b) Insure against.

**Insurance of Works and Contractor's Equipment**

**21.1**

Contractor is bound to provide all the below mentioned insurance policies for the persons, works and equipment etc. on the Contract.

(a) General Requirements

The Engineer/Engineers' Representative and their designated staff for supervision of work shall be included an insured party against all risks and liabilities. The Contractor shall insure with any one of the Insurance Companies approved for this purpose by the Employer in the joint names of the Employer, the Engineer and the Contractor against all loss or damages as stated in the General Conditions and as stated therein.

Notwithstanding the responsibilities of the Contractor for indemnities and insurance as described above, the Contractor before commencing work onsite, must discuss fully with the Engineer & Employer the Insurance coverage provided by each under any general policies which are to be applied to this Contract to ensure that there are no contingencies left uncovered and to reduce, as far as practicable, duplication of coverage. Should any areas of possible damage or loss be discovered that are not covered by definition of responsibilities set out in these conditions, the addition or reduction in premiums required to given such insurance coverage will be paid by the Contractor and the policies obtained by the mutual agreement of the Employer and the Contractor.

All payments will be in Pakistan Rupees required to replace the damaged items.

The Contractor shall be responsible for deductibles and losses not covered by insurance.

An insurance loss shall not affect the Employer's or Contractor's right and obligations under the Contract.

All policies shall state that:

- (i) the Employer shall receive at least twenty-eight (28) days written notice of intended cancellation or change affecting coverage.
- (ii) the Contractor is fully protected so as to provide full indemnity to Employer in respect of liability against loss or damage assumed by the Contractor under the Contract.
- (iii) the inclusion of more than one Insured shall not affect the rights of any other insured.

The Contractor shall be responsible for observance by his Sub Contractor(s) of insurances noted herein. Before each Sub Contractor Starts works the Contractor shall give the Employer proof that the Sub Contractor(s) are covered by insurance equivalent to that specified herein for the Contractor.

(b) The Contractor shall include the following insurances:

(i) Third Party Liability Insurance

Risks insured: bodily injury, death and property damage.

Scope of coverage: contractual liability, tortuous liability, premises and operations liability, Contractor's contingencies liability with respect to Sub Contractor's operations.

Minimum limit: as indicated in Appendix 'A' to the Form of Bid inclusive, each occurrence.

(ii) All Risk Property Insurance:

All risks including fire, flood, storm and earthquake.

Scope of coverage: the Works, during the entire duration of the Contract including the Period of Maintenance, and all permanent, temporary and consumable materials related to the Works which are in storage, in transit or at site of the Works.

Minimum limit: the sum of the Contract Price plus fifteen (15%). This policy shall state that:

(a) If a loss occurs, the Contractor, the Employer and the Engineer shall be paid in relation of their share of the loss.

(b) (Waiver of subrogation) the Insurer has no subrogation rights against any person, corporation or organization (including directors, officers, employees, servants and agents thereof) which: is an Insured under the Policy, or is controlled by, owned by, or associated with an Insured, or is a Sub-Contractor on the Works, or has, before a loss occurs, been released from liability by an Insured.

"Hold harmless" provision: The Employer and the Contractor shall be indemnified against all losses.

Employer use or occupancy: if the Employer uses or occupies all or part of the Works during the life of the Policy the Contractor shall ensure that the policy continues in full force and the Employer shall pay any resulting extra cost of insurance.

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

If directed by the Engineer, instead of carrying out repairs, the Contractor shall pay to the party suffering the loss that part of the agreed value of the loss which is the Contractor's responsibility.

(iii) All Risk Contractor's Plant Insurance

Scope of coverage: all construction machinery plant used by the Contractor for the Works.

(iv) Automobile Liability Insurance.

Risks insured: Bodily injury, death, property damage and theft.

Scope of Coverage: all licensed vehicles owned, hired operated or licensed by the Contractor.

Minimum limit: as indicated in Annexure 'A' to the form of Bid inclusive each occurrence.

Cost of compliance with the requirements of this sub-clause and providing all insurance policies shall be borne by the Contractor.

**Scope of Cover**      **21.2**      Para. (a) of Sub-Clause 21.2 is amended by deletion of the words "from the start of work at the site". And by the substitution therefore of the words "from the first working day after the Commencement Date."

In Part I, the following is added as sub-Para (c) under Sub-Clause 21.2,

c) It shall be the responsibility of the Contractor to notify the insurer of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the currency of the Contract.

**Exclusions**      **21.4**      The text is deleted and substituted with the following:  
  
There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).

**Evidence and Terms of Insurances**      **25.1**      Sub-Clause 25.1 of the General Conditions of the Contract, Part-I, the first sentence "The Contractor shall..... Polices to the Employer" is deleted and substituted with the following sentence.

"The Contractor shall provide evidence to the Employer as soon as practical but in any case prior to the start of the work at site that the insurances required under the Contract have been affected and shall provide the insurance policies to the Employer".

Following new paragraph is added at the end,

The Contractor shall also submit in original the receipts of all the premiums paid by the Contractor in connection with the above insurances.

The following Sub-Clause 25.5 is added:

**Insurance Companies**      **25.5**      The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) from any AA+ rating insurance companies or as approved by executing agencies.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

<b>Co-operation with other Contractors</b>	<b>31.3</b>	During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.
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The following Sub-Clauses 34.2 to 34.12 are added:

<b>Rates of Wages and Conditions of Labour</b>	<b>34.2</b>	The Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or industry in Pakistan. In the absence of any rates of wages or conditions of labour so established, the Contractor shall pay rates of wages and observes conditions of labour which are not less favourable than the general level of wages and conditions observed by other Companies whose general circumstances in the trade or in industry in which the Contractor is engaged are similar. The Contractor and all his sub-contractors shall be fully aware of the requirements of Labour Laws of Pakistan.
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<b>Employment of Persons in the Service of Others</b>	<b>34.3</b>	The Contractor shall not recruit his staff and labour from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.
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<b>Housing for Labour</b>	<b>34.4</b>	Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, unless otherwise agreed with the Employer, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.
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<b>Health and Safety</b>	<b>34.5</b>	Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour at all times throughout the period of the Contract. The Contractor shall further ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements.
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<b>Epidemics</b>	<b>34.6</b>	In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.
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<b>Supply of Water / Electric Connection</b>	<b>34.7</b>	The water connection for the site office use will be provided by the University. The electrical connection will be provided from nearest transformer by electrical section Sukkur IBA University. The contractor will have to arrange for the required cable and energy meter duly certified and sealed by SEPCO Laboratory. Contractor will be charged on monthly basis for consumption of electricity. The underground water will be extracted for construction by contractor at his own cost.
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<b>Alcoholic Liquor</b>	<b>34.8</b>	The Contractor shall not, otherwise than in accordance with the Statutes,
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**or Drugs** Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

**Arms and Ammunition** **34.9** The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

**Festivals and Religious Customs** **34.10** The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.

**Disorderly Conduct** **34.11** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.

**Compliance by Subcontractors** **34.12** The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.

The following Sub-Clauses 35.2 and 35.3 are added:

**Records of Safety and Health** **35.2** The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

**Reporting of Accidents** **35.3** The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

The following Sub-Clause 36.6 is added:

**Use of Pakistani Materials and Services** **36.6** The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

**Commencement of Works** **41.1** The text is deleted and substituted with the following:  
  
The Contractor shall commence the Works on Site within the period named in Appendix-A to Bid from the date or receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

**Rate of Progress** **46.1** The following para is added in the clause 46.1:  
  
In case of default on the part of the contractor for not completing the works within the stipulated period or extended period duly notified by the Employer in consultation with the Engineer after the notices issued pursuant to Clause 47 and 63 of General Conditions of Contract, the Employer will get the balance works completed on the risk and cost of the contractor without prejudice after issuing 28 days notice pertaining the estimated cost for completing the works by other person and deduct the

over and above amount from his monies with the Employer, in the shape of retention money, performance guarantee and bank guarantee for mobilization advance and amount for works completed.

**Instructions for Variations 51.2**

At the end of the first sentence, after the word “Engineer”, the words “in writing” are added.

**Valuation of Variations 52.1**

In the seventh line, after the words “failing which”, add the following:

the valuation will be carried out on the basis of actual with the application of current market rates for labour and material. No escalation on account of material or labour wages shall be allowed on such items if the valuation is carried out on the basis of actual. The percentage (%) of overheads, all taxes, & profit, etc. all-inclusive to be allowed in such cases be twenty five (25) percent (%).

In the seventh line till the end of sentences in ninth line, the words “after due..... and the Contractor” are deleted.

In the tenth line, after the words “Engineer shall” add the following:

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

The following Paragraph is added at the end of sub-clause 52.1 of Part-I.

The approval/finalization of rates of all variation shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations.

**Variations Exceeding 20 Percent 52.3**

Change the Heading of the sub-clause to read as “Variation Exceeding 20 Percent”.

Replace “15 percent” wherever mentioned in this sub-clause with 20 percent”.

**Failure to Comply 53.4**

This Sub-Clause is deleted in its entirety.

**Conditions of Hire of Contractor’s Equipment 54.5**

The following paragraph is added:

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

The following Sub-Clauses 59.4 and 59.5 are added:

**Payments to Nominated Subcontractors 59.4**

The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments].

**Certification of Payments to Nominated Subcontractors**      **59.5**      Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- a) submits reasonable evidence to the Engineer, or
- b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
  - ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in subparagraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

**Monthly Statements**      **60.1**      In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.12 (a) (6) hereof".

**Monthly Payments**      **60.2**      In the first line "28" is substituted by "14".

**Time for Payment**      **60.10**      The text is deleted and substituted with the following:

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, subject to Clause 47, be paid by the Employer to the Contractor within 14 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 28 days after such Final Payment Certificate has been delivered to the Employer. 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 rate of 8% 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 under Clause 69.

The following Sub-Clauses 60.11, 60.12 and 60.13 are added:

**Secured Advance on Materials**      **60.11**      a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond on form IBSA-1 acceptable to the Employer of such sum as the Engineer may consider proper in respect of the following specified materials only:

- a) Reinforcement Steel

- b) Wooden/Aluminum doors/windows, double glass glazing and aluminum composite panel
- c) Dampa S.S False Ceiling
- d) Ceramic/Porcelain Tiles/Granite Marble
- e) Sanitary Fixtures
- f) Water supply, Drainage Pipes and firefighting pipes
- g) Electric Cables
- h) Electric Panels
- i) Light fixtures
- j) HVAC Equipment

The Employer shall release the advance against the above specified material brought at Site but not yet incorporated in the Permanent Work provided that:

- (1) the materials are in accordance with the Specifications for the Permanent Works;
  - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
  - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
  - (6) The sum payable for such material/product brought on the Site shall not exceed 75% of the ex-factory price of locally manufactured or produced material or market price of other materials.
- (b) The advance made against these materials shall be adjusted / recovered / deducted from the Contractor's corresponding bill(s) for the works in which these materials are consumed and any amount due to the Contractor.

**Financial Assistance to Contractor 60.12**

Financial assistance shall be made available to the Contractor by the Employer as follows:

- a) An interest-free Mobilization Advance up to fifteen percent (15 %) of the Contract Price stated in the Letter of Acceptance, less Provisional Sums, shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor a Mobilization Advance Guarantee for the amount of the Advance to be paid against each stage of Mobilization in the specified form from a Scheduled Bank in Pakistan.
  - 1) First part within fourteen (14) days after signing of the Agreement or date of receipt of Engineer's Notice to

Commence, whichever is earlier, and

- 2) Second part within forty-two (42) days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of the following:
  - i) Delivery at Site of Minimum Mandatory Equipment as per the requirements of Appendix-G to Bid and the deployment of Minimum Mandatory Staff as per the requirements to Appendix-K to Bid;
  - ii) having completed his contractual obligations towards erecting and providing facilities at site (facilities for the Employer/Engineer, such as site office, transport etc. and his own facilities such as contractors camp, storage yards, etc. and
  - iii) Having completed at least 2% of the permanent works (to be accessed by the Engineer).
- b) This Advance shall be recovered in equal monthly installments; first installment at the expiry of second month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

**Mode of Payment for Equipment/ Materials specially imported by the Contractor for this project**

**60.13**

The following mode of payment shall apply to material and equipment, specifically imported by the Contractor for this project, as stipulated in the Bill of Quantities.

i)	On approval of technical submittals prior to opening of Letter of Credit	10% of the Contract Cost of imported Equipment against Bank Guarantee from Scheduled Bank
ii)	Upon opening of Letter of Credit and Submission of its proof	20% of Contract against Bank Guarantee from Scheduled Bank
iii)	On receipt of shipping documents and clearance from pre-shipment Co.	10% of Contract Cost of Imported Equipment against Bank Guarantee from Scheduled Bank
iv)	On arrival of equipment at site after clearance from Custom Authorities, and its physical inspection by Engineer.	40% of Contract cost of imported equipment. No Guarantee is needed. Guarantee give at i), ii) & iii) above, we will be released after satisfactory inspection of equipment at site.
v)	Progressively after installation is underway	10% of Contract cost of imported equipment. No. Guarantee is needed.
vi)	Upon successful commissioning of equipment and issuance Completion	10% of Contract of imported equipment. No Guarantee is needed.

The Employer shall pay to the Contractor the Contract Amount in Pak Rupees only. The Contractor shall be responsible to establish Letter of Credit, arrange for foreign exchange, ship the goods to Pakistan, Pay all insurance and freight charges, all custom duty and levies, octroi taxes and

all other charges as per the provisional and federal government requirements, and deliver the goods to the site.

Unless otherwise provided for in the Contract, the Contractor shall absorb all variation in rates, duties and taxes and all other charges as per provisional and federal government requirements, and deliver the goods to the site.

The Contractor shall submit on completion of each stage of importation by submitting complete details and documentation as required by the Engineer.

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| <b>Withholding of Payment</b> | <b>60.14</b> | a)  | <p>The Employer on the recommendations of the Engineer may withhold the whole or a part of any payment due to the Contractor if it is necessary in his opinion to protect himself against losses on account of the following reasons.</p> <ul style="list-style-type: none"><li>i) Defective work not rectified.</li><li>ii) Non-fulfillment of any due demand and guarantee of renewal of any guarantee or surety.</li><li>iii) Claims of third parties raised against the Employer caused through the fault of the Contractor in connection with the Works.</li><li>iv) Damage caused by the Contractor or his personnel or any sub-contractor, to the Employer, or to a third party on the site.</li><li>v) Non-fulfillment of the Contract by the Contractor.</li><li>vi) Non-fulfillment of Contractual Obligation towards providing facilities for the Employer or the Engineer, submittal of Shop Drawings, Bar-bending drawings/schedule, Samples, erection of Mock-up samples, As-built drawings etc.</li></ul> |
|                               |              | (b) | <p>After the reasons for withholding of payments have been eliminated, to the satisfaction of the Employer and the Engineer, payments to the Contractor will be made by the Employer on recommendation of the Engineer.</p>  |

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| <b>Default of Contractor</b> | <b>63.1</b> |  | <p>The following Para is added at the end of Sub-Clause:</p> <p>Provided further that in addition to the action taken by the Employer against the Contractor under this Clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.</p> |
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| <b>Special Risks</b> | <b>65.2</b> |  | <p>The text is deleted and substituted with the following:</p> <p>The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraph a (i) to (v).</p> |
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| <b>Out Break of War</b> | <b>65.6</b> |  | <p>In sub-clause 65.6, deleted "in any part of the World" from the second line of the paragraph.</p> |
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<b>Arbitration</b>	<b>67.3</b>	Any dispute arising out of or related to this Agreement, or any of its amendment shall be settled first through negotiations by the parties, failing by reference to arbitration of two arbitrators, one to be appointment by each party, and in case of disagreement between them, to the arbitration of an Umpire who shall be nominated by the said two arbitrators and appointed by both parties. The venue of such arbitration shall be Islamabad and the proceedings thereof shall be governed by the Arbitration Act, 1940. The arbitration shall be held in English language.
<b>Notice to Contractor</b>	<b>68.1</b>	The following paragraph is added:  For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.
<b>Notice to Employer and Engineer</b>	<b>68.2</b>	For the purposes of this Sub-Clause, the respective address are:  a) The Employer: <b>Project Director</b> <b>Sukkur IBA University</b> <b>Nisar Ahmed Siddiqui Road</b> <b>Sukkur, Sindh Pakistan</b>
	<b>69.1</b>	In Sub-Clause 69.1 (a), second line "56" is substituted by "28".
<b>Increase or Decrease of Cost</b>	<b>70.1</b>	Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:  The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause. <b>(a) Other Changes in Cost</b>  To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.  <b>(b) Adjustment Formula</b>  The amount to be added to or deducted from the monthly statements in respect of changes in cost shall be determined from the following formula: -  $P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots$ Where:  P <sub>n</sub> is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and day work are not otherwise subject to adjustment;

A is a constant, specified in the Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

b, c, d, etc., are weight-ages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d, etc., shall be one;

Ln, Mn, En, etc., are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

Lo, Mo, Eo, etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

**(c) Sources of Indices and Weight-ages**

The sources of indices shall be those listed in the Appendix-C to Bid.

**(d) Base, Current, and Provisional Indices**

The base cost indices or prices shall be those provided in the Appendix C to Bid. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

**(e) Adjustment after Completion**

If the Contractor fails to complete the Works within the time for completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

**(f) Weight-ages**

The weight-ages for each of the factors of cost given in the Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

The following Sub-Clauses 73.1, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

<b>Payment of Income Tax</b>	<b>73.1</b>	The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.
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<b>Integrity Pact</b>	<b>74.1</b>	<p>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 Appendix-L to his Bid, then the Employer shall be entitled to:</p> <ul style="list-style-type: none"> <li>(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 Subcontractors, agents or servants.</li> <li>(b) terminate the Contract; and</li> <li>(c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servant.</li> </ul> <p>The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.</p>
<b>Termination of Contract for Employer's Convenience</b>	<b>75.1</b>	<p>Nothing in this contract or agreement or any other document shall be construed to effect or in any way derogate from, the authority of the Employer, or to take away the right of Employer to terminate the Contract in his discretion at any time and without assigning any reason for the Employer's convenience after giving 14 days prior notice to the Contractor, with a copy to the Engineer and the Contractor hereby acknowledge, approve and agree that the validity of such exercise of power by the Employer, or any actual or consequential loss, costs including compensatory costs and damages etc. Sustained by the Contractor shall not be called in question or a claim in this respect shall not be brought before any court or other authority. In the event of such termination, the provisions of Sub-Clause 65.7 and 65.8 hereof shall, mutatis mutandis and so far as applicable, apply.</p>
<b>Liability of Contractor</b>	<b>76.1</b>	<p>The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Employer shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.</p>
<b>Joint and Several Liability</b>	<b>77.1</b>	<p>If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.</p>
<b>Details to be Confidential</b>	<b>78.1</b>	<p>The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.</p>

**Handing / 79.1  
Taking Over**

After Issuance of Substantial Completion Certificate by the Employer/Engineer under Clause 48.1(a, b & c), the owner shall depute a team to verify inventories from contractor and \*Take Over the Works\* immediately. In case of delay cost associates to delays shall be borne by the Owner.

## **SPECIAL PROVISIONS**

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### SPECIAL PROVISIONS

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# SPECIFICATIONS – SPECIAL PROVISIONS

## 1. GENERAL

- 1.1 Special Provisions shall form an integral part of Bidding & Contract Documents.
- 1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions.
- 1.3 Item specifications – For clarifications Pak PWD specifications will be followed.

## 2. DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

The Employer intends to construct **Nisar Ahmed Siddiqui Technology Park at Sukkur IBA University**.

The RCC framed Structured, Buildings and related Ancillary Works lying within the lines, boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and shall such areas and additional areas shall be comprised in the Site.

The Employer will give to the Contractor possession of the area designated and defined as the Site and shown on the drawing as may be required to implement as much of the Works, when the Engineer's Notice to Commence the Works is given.

## 3. CODES, STANDARDS AND CERTIFICATES

### A. Applicable Standards

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

ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO	-	American Association of State Highway & Transportation Officials.
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
PS	-	Pakistan Standards (Pak)
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United States Bureau of Reclamation (USA)

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

## **B. Standards other than those Specified**

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

## **C. Codes and Standards at Site**

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

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

## **4. MANUFACTURER'S RECOMMENDATIONS**

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

## **5. UNITS OF MEASUREMENTS**

The FPS System of Units shall be used throughout the Project.

## **6. PLANT, EQUIPMENT AND TOOLS**

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

## **7. STORAGE AND HANDLING FACILITIES**

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

## **8. FIELD LABORATORY AND TESTING**

### **8.1 General**

**(Deleted)**

### **8.2 Field Laboratory Equipment Requirements**

**(Deleted)**

### **8.3 Testing Laboratory Certificates**

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

### **8.4 Method of Payment**

The cost of providing running and maintenance of the laboratory, equipment, materials and staff, testing charges for materials supplied by the Employer and all other tests to be performed in any other laboratory designated by the Engineer shall be deemed to be included in the price quoted by the Contractor and no separate claim for payment on this account shall be entertained by the Engineer. Furthermore, the cost of any additional laboratory, field and shop tests required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

In case the Contractor does not provide the specific equipment and testing facility, cost of testing plus 100 percent overheads shall be recovered from his bill.

## **9. SURVEYING INSTRUMENTS**

### **9.1 General**

The minimum quantity of survey equipment is stated below which shall be available with the Contractor at site of Works with qualified Surveyors and Survey Helpers. The equipment shall be maintained throughout the Contract Period and replaced by the Contractor in case of damage or loss. The survey equipment shall be made available to the Engineer when requested. All surveying equipment shall be in good working condition.

### **9.2 Surveying Equipment Required**

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

- a) Electronic distance measuring device complete with (400 grades) Universal Theodolite with data logger, aiming head and standard equipment supplied by the manufacture, including tripod, control unit stand, batteries, charring unit, pole reflector, single prism reflector, three, six and nine prism reflectors complete with tripods and Traverse Equipment for Theodolite. (On Contract Basis)
- b) Automatic Levels with tripods 1 No.
- c) Steel measuring tapes 50 m long 2 Nos.
- d) Steel measuring tapes 20 m long 2 Nos.
- e) Staff 3 Nos.
- f) All other miscellaneous tools, equipment and materials required in surveying.

## **10. APPROVAL OF MATERIALS AND PLANT**

### **10.1 Quality of Materials**

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of

assembly and construction shall be done in a first class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer of supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this clause in full to each such manufacturer or supplier.

## 10.2 **Submission of Samples and Data**

- 10.2.1 The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.
- 10.2.2 Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.
- 10.2.3 Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.
- 10.2.4 The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.
- 10.2.5 Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding in the range of variation of the approved samples shall not be used on the Work.
- 10.2.6 In order to permit coordinated selection of colours and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.
- 10.2.7 If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.
- 10.2.8 The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the Engineer.
- The mock up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.
- 10.2.9 No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

## 10.3 **Inspection**

All material and Plant furnished and all work performed under this Contract will be subject on inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and

materials reasonably needed for performing such inspection and testing as may be required by the Engineer.

#### **10.4 Approved Sample at Site**

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

### **11. BAR BENDING DRAWINGS/SCHEDULE**

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

### **12. DRAWINGS**

#### **12.1 Bid Drawings**

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

#### **12.2 Construction Drawings, Supplementary Drawings**

After award of Contract, the Bid Drawings will automatically become Construction Drawings.

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

The Contractor shall study the details and drawings provided in the Bid for their sufficiency to carry out the Construction works and shall provide along with the Programme a schedule of requirement for any further detail/drawing/information which he may require during the Construction activities.

#### **12.3 Definition of Term Drawings**

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

#### **12.4 Checking of Drawings**

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

#### **12.5 Copies of Drawings**

Drawings will be issued to the Contractor as described below:

##### **12.5.1. Bid Drawings (at Construction stage)**

Three (3) sets of the Bid Drawings will be issued to the Contractor at the time of Construction free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

#### 12.5.2 Supplementary Drawings

Three (3) sets of the supplementary Drawings will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

### 12.6 Drawings to Be Furnished By the Contractor

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

#### 12.6.1 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedule (to be provided by the Contractor as per clause 11 above) of all RCC works shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

#### 12.6.2 Shop Drawings

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

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

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

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

(b) The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor / supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, types of shop paint and all other details in connection thereto.

- (c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.
- (d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.
- (e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.
- (f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

#### 12.6.3 As-Built Drawings

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

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

The Contractor shall furnish to the Engineer 6 copies, one reproducible and a soft copy on CD of all drawings amended to comply with the Works as built. The price of such Drawings and copies (including CD) shall be deemed to be included in the Contract Price.

### **13. PROTECTION OF THE WORKS**

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

## **14. RESTORATION AND CLEANING**

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer. Special care shall be taken by the Contractor that the roads and right of ways around the Site are not damaged or blocked to traffic during the period Construction activities at Site. Should any of the roads are damaged due to any operation of the Contractor or his Sub-Contractors, the same shall be immediately repaired by the Contractor. If the traffic on the roads is blocked due to any movement of Contractors machinery or equipment, the Contractor shall make alternate arrangement/diversions for the flow of traffic and maintain necessary personnel to control/monitor the same.

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

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

## **15. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

### **15.1 Contractor's Office, Facilities etc.**

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

The Contractor shall make arrangements for his own camp, workshop, yards, storage areas, and areas for erection of equipment, offices and offices for the Engineer and the Employer outside the site area and all approvals & permission in this regard from the concerned authorities for all such facilities shall be the responsibility of the Contractor as per section 01500 of Specifications for Temporary Facilities.

### **15.2 Temporary Roads**

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

### **15.3 Temporary Services**

The Employer may if requested allow the Contractor the use of Services, such as Electricity, water, gas, etc. (if the same are available with the Employer at Site) provided that the Contractor shall take all responsibility for their maintenance, upkeep, further connections for his

use, etc. and shall bear all costs in this regard. Furthermore the Contractor shall also be responsible for the payment of consumption charges directly to the concerned authority/agency/department. If the Contractor requires the connection(s) to be up-graded or enhanced he shall do so on his own and all charges in this regard shall be borne by the Contractor.

#### 15.3.1 Temporary Water Supply

The Contractor shall supply in sufficient quantity all necessary potable and other water for construction purposes for all trades at points within a reasonable distance of any building being constructed. The Contractor shall make arrangements and pay charges for water service installation, maintenance and removal thereof, and pay the costs of water for all trades.

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

#### 15.3.2 Temporary Electricity

The Contractor shall make all the necessary arrangements for a temporary electricity service, pay all expenses in connection with the installation, operation and removal thereof and pay the costs of electricity consumed by all trades. If the Contractor is unable to arrange a temporary electrical connection then he shall arrange and furnish an Electric Power Generating set at site and maintain the generating set in perfect working conditions through-out the duration of Contract. The generating power of the set shall be sufficient to operate all plant and equipment as well as the camps and offices of the Contractors and the offices of the Engineer/Employer, during construction at site. Should the site fail to meet the required demand at site or fail to function or operate, the Contractor shall immediately replace the same with other generating set/sets to the satisfaction of the Employer as well as the Engineer.

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

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

#### 15.3.3 Waste Disposal

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

#### 15.3.4 Fire Protection

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

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

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

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

#### 15.4 Sign Board

The Contractor shall erect and maintain at the Site in allocation to be approved by the Employer/ Engineer two (2) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on steel posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works and the names of Employer and the Contractor both in English and Urdu Languages.

#### 15.5 Site Office Facilities for Employer/Engineer and Engineer's Staff

**DELETED**

The Contractor shall provide, (1 Nos.) Laptop I-7 5<sup>th</sup> generation, 1000 GB HD, 12 GB Ram 17" display; (01) Nos. HP LaserJet A-3 size all in one printer having Print, Scan, and Copy features; (02) Nos. flash drives of at-least 64 GB capacity each, UPS two (02) Nos. (1050VA UPS with LED Indicator; Input voltage range: 145-290 Vac, Backup time: 5-10 minute). The Contractor shall provide maintenance & services cost for telephone & internet; postage; stationery and office supplies for the Employer/Engineer at site, up to an average billing of Rs.10,000/- per month.

The Contractor shall provide replacement of the equipment(s), if any of the above mentioned equipment(s) is temporarily or permanently rendered unserviceable for any reason(s) or declared to be beyond repair by the Engineer/ Engineer's staff at no additional cost to the Employer.

Above said facilities at site office for Employer/Engineer and Engineer's Staff shall be maintained by the Contractor up to a period of three hundred sixty five (365) days after the issuance of Taking Over Certificate by the Engineer.

No payment shall be made to the Contractor for the works involved under this Sub-Clause. However, the pre-fabricated site office will be handed over to the employer by the contractor on completion of works.

#### 15.6. Site Facilities to be Provided By the Contractor for Contractor's Engineers & Staff

##### 15.6.1 General

**DELETED**

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

##### 15.6.2 Labour Camps and staff Residences

The Contractor shall provide, operate and maintain labour camps outside the CU, I Campus and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 960 and all other applicable provisions of the Pakistan Labour Laws.

#### 15.6.3 Administrative and Field Office

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

#### 15.6.4. Work yards and Storage Areas

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

#### 15.6.5 Water Supply, Sewerage System and Electricity

The Contractor shall make his own arrangement, at his own expenses for provision, operation and maintenance of electric supply, reasonable supplies of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities. If the Contractor is unable to arrange a temporary electrical connection the he shall arrange and furnish an Electric Power Generating Set (with sufficient generating capacity to meet the required demand of electricity) at site and maintain the generating set-in perfect working condition throughout the duration of Contract.

#### 15.6.6 Medical Care

The Contractor shall arrange provision of adequate medical facilities for his employees.

Adequately equipped and properly staffed first aid stations or dispensaries shall be provided by the Contractor at camps and other strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering first aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and Section III of the Manual Safety Requirements for Construction by Contract", published by the Employer, and shall be subject to approval of the Engineer.

#### 15.6.7 Other Facilities

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

## **16. CONSTRUCTION PROCEDURES**

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

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts or to deploy/employ additional resources and the Contractor shall obey these orders without any additional payments and without any objections or requests for compensation.

## **17. NOTIFICATION TO EMPLOYER/ENGINEER**

The Employer/Engineer shall be notified daily in writing of the nature and location of the Works the Contractor intends to perform the next day so as to enable necessary inspection and measurements to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

## **18. NIGHT WORK**

When work is done at night the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

## **19. WEATHER**

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

## **20. COORDINATION WITH OTHER CONTRACTORS**

The Contractor shall take cognizance that during the execution of the project, other Contractor will be working concurrently on this site. It shall be the responsibility of the Contractor to keep up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the project in accordance with the approved programme of the Works and in accordance with the Engineer's instructions. In case the access to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with and permit all reasonable access to other contractors. With a view to coordinate the works, the Engineer may from time to time direct the order of the Works to be carried out. Should a disagreement or dispute arise between the Contractor and other contractors, the same shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith.

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

No payment shall be made to the Contractor for the works involved under this Sub-Clause.

## **21. ACCIDENT PREVENTION, SAFETY MEASURES AND PROTECTIVE EQUIPMENT**

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

Within fourteen (14) days of the issuance of Letter of Acceptance and prior to start of work at site, the Contractor shall submit the names(s) of Safety Engineer/Officer(s) to the Engineer for approval. A minimum of one (01) safety officer shall be present on site during all working hours each day throughout the Contract period. The safety Engineer/officer(s) shall have no other duties, either on-site or off-site, other than health and safety duties, and shall be exclusive to this Contract.

The Contractor shall submit a Safety Plan along with the Programme to the Engineer for approval. The Safety Plan shall include a safety organization chart showing the names and responsibilities of all safety personnel. The Safety Plan shall include the Contractor's proposal for the maintenance of safety on the Site and shall address all safety measures applicable with respect to all tasks to be undertaken in the Construction Works. The plan shall include Contractor's proposal(s) for accident prevention. Accident prevention shall also include training of personnel, monitoring and review of safety related procedures, enforcement of safety related matters and promoting safety awareness amongst the workers.

The Contractor shall provide and maintain all requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site. The Contractor shall also provide and maintain all false work, scaffolding, safety netting and handrails which shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

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

All the Contractor's personnel shall be provided with safety helmets, colour coded according to international standards which shall be worn at all times by the Contractor's personnel on the Site except when in the offices, Adequate supply of these helmets shall be provided by the Contractor for the use of the Employer, the Engineer and his staff and any visitor. Contractor shall ensure that workers are provided with proper clothing, suitable for the type of operation being carried out. No loose clothing shall be allowed. Furthermore all the Contractor's personnel shall be provided with gloves, safety boots, safety harness, safety vests and other protective clothing suitable for the nature of work they are performing and their working environment.

Safety netting shall be provided at all levels and all around the building where work is in progress.

As the work at site may to be carried out in multiple shifts, the Contractor shall keep and maintain at all times a suitable transport facility to move the patients to the hospital in case of an emergency.

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

## **22. SETTING OUT OF WORK AND SURVEY**

### **23.1 Reference Points, Lines**

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labour for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during the progress of work using established benchmarks and reference points.

## 23.2 Verification

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

Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintain all survey markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall provide experienced construction surveyors with adequate experience in the construction survey similar in nature as required by this Contract.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control he Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

The Contractor shall perform such survey and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least 24 hours before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- (a) Structure points shall be set within 0.01 foot accuracy from point to point except where tighter tolerances are required.
- (b) Cross-section points shall be located within 0.10 feet, horizontally and 0.01 foot vertically.
- (c) Permissible closing error for a leveling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed  $0.045 \times \sqrt{M}$  foot, where M is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labour required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools and except as required to be incorporated in the work or left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfactory of the Engineer.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard format will be rejected. Illegible notes or data, or use of erasures on any page of field book will be considered sufficient cause for rejection of part or the entire field book. Copies notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate resurveying. Corrections by ruling or lining out errors will be satisfactory.

The cost of all materials, equipment, surveyors and labour required for surveys for the Works and quantity surveys required by this clause shall be deemed to be included in the rates and prices of the various items in the Bill of Quantities and no separate measurement and payment in their respect shall be made.

### **23.3 Survey Instruments**

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

## **23. ENVIRONMENTAL PROTECTION**

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works. Except where clearing is required for the Permanent Works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

## **24. PAYMENT OF WORK**

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

The cost thereof shall be deemed to have been included in the total price quoted by the Contractor.

## **NASTECH PARK TECHNICAL QUALIFICATION CRITERIA**

Sr.NO.	DESCRIPTION	MAX SCORE (Points)
i.	Principal Technical Personnel & their Qualifications & Experience	05
ii.	List of other Technical Staff, their Qualification & Experience	05
iii.	List of Machinery & Equipment owned	10
iv.	List of Works of Similar Nature completed during last five years	20
v.	List of Similar works in Hands	15
vi.	Banker's Certificate showing credit worthiness of the firm	08
vii.	Satisfactory report from the organizations where earlier works are carried out.	08
viii	Affidavit for Not Black-listed Firm	05
ix.	Income Tax (FBR) and Sales Tax on Services (SRB) Returns of last three years	10
x.	Valid PEC Registrations Certificate in C-2 and above Category	10
xi.	Registration with other organizations/ Department	04
	<b>TOTAL</b>	<b>100</b>

**Minimum Passing Criteria = 70%**