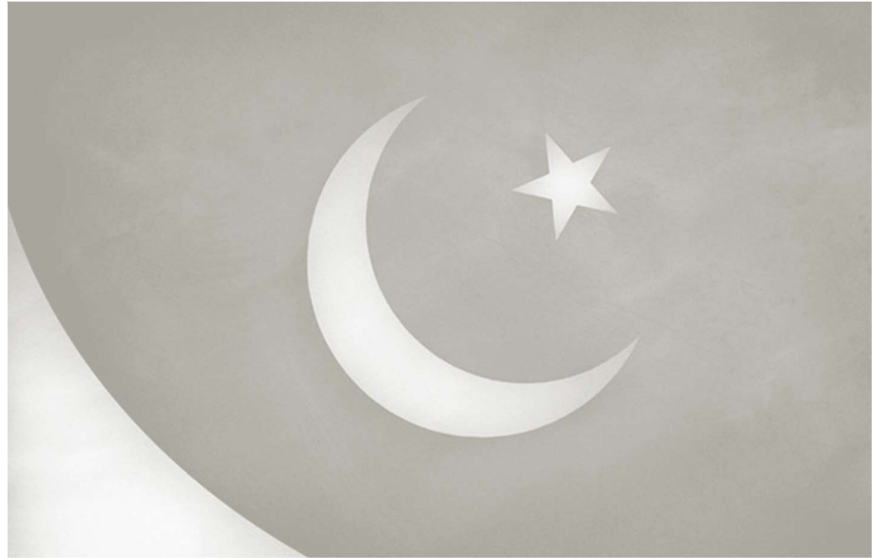




GOVERNMENT OF PAKISTAN  
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL  
TRAINING ISLAMABAD

**DEVELOPMENT OF ECE CLASSROOMS IN EDUCATION  
INSTITUTES OF FDE**



**RFP DOCUMENT**

**CONTRACTOR:**

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***BIDDING DOCUMENTS***

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**INVITATION FOR BIDS  
INSTRUCTIONS TO BIDDERS  
FORM OF BID & SCHEDULES TO BID  
GENERAL CONDITIONS OF CONTRACT  
PARTICULAR CONDITIONS OF CONTRACT  
SPECIAL CONDITION**

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***APRIL, 2024***

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GOVERNMENT OF PAKISTAN  
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING

**DEVELOPMENT OF ECE CLASSROOMS IN EDUCATION INSTITUTES OF FDE**

NIT

Certified that this NIT contains Page From 01 to \_\_\_\_\_  
From One to \_\_\_\_\_

**(Mr. Waheed Hussain)**  
Project Engineer, PMU  
M/O FE & PT

**(Engr. Aaroon Joshua Das)**  
Project Director, PMU  
M/O FE & PT

NIT accepted for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Mrs. Uzma)**  
Procurement Specialist, M/o FE&PT

**(Mrs. Amaara)**  
Project Director, M/o FE&PT



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# **INVITATION FOR BIDS**



**Invitation for Bid**  
**TENDER/REQUEST FOR PROPOSALS FOR ESTABLISHMENT OF ECE CLASSROOMS**  
**IN EDUCATION INSTITUTES OF FDE**

Services of registered, experienced, and qualified vendors are required for following LOT to setup 100 ECE classrooms in Primary Schools under Federal Directorate of Education through "**Single Stage -Two Envelops**" bidding procedure in accordance with the PPRA Rules 36(a).

<b>LOT</b>	<b>Description</b>	<b>Bid Security</b>
I	Civil Work for ECE 100 Classrooms	PKR 2.890,000/-

**Note:** A bidder can apply for only one LOT

The sealed bids containing two envelopes, Financial Proposal and Technical Proposal, shall be submitted to the Project Director at the following address before 1000 hours of 3<sup>rd</sup> May 2024. Technical Proposals will be opened on the same date at 1030 hours in the presence of the representatives of the firms who may wish to attend. Pre-bid meeting will be held on 26-04-2024. Financial bids will be opened for only technically qualified bids. Bid security should be furnished with Financial Proposal in the shape of CDR or Bank Guarantee. Project Director/MOFEPT will not be responsible for any cost or expense incurred by the bidders in connection with preparation or submission of bids. In the case of official holiday on the day of submission, next day will be treated as closing date. Bidding documents /RFP is posted on Ministry's website (<https://www.mofept.gov.pk/>) and PPRA website ([www.ppra.gov.pk](http://www.ppra.gov.pk)). The Procuring agency has right to cancel the activity any time. Moreover, Item wise cost will not be acceptable for LOT whole Lots will be considered.

The following pre requisite are necessary for civil work:

- i Valid license of Pakistan Engineering Council (PEC) in appropriate category (C4 and above)
- ii Completion certificate of similar nature of work done during last 3 years
- iii The owner of the Firm/Authorized person with attested copy of CNIC & authorization letter on firms' letterhead should submit the bids
- iv Bid Security in the shape of Call Deposit bearing Name of Firm in favor of Procurement Specialist, M/O FE & PT from local scheduled Banks must accompany with the application for purchase of Bid Document, cash/cheque will not be accepted. Without call deposit no application for issuance of Bids will be entertained.
- v PEC Certificate 2023 & Professional Tax Certificate in original will be seen before issuance of Bids
- vi Incomplete/telegraphic bids will be not be accepted

**Procurement Specialist**

Khyaban-e-Suharwardy, Zero Point Pakistan

Manpower Building Gate 3

Ministry of Federal Education and Professional Training, Islamabad

Email: [uzma.pcu.malik@gmail.com](mailto:uzma.pcu.malik@gmail.com)

051-9252497



# **INSTRUCTIONS TO BIDDERS**





## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

#### IB.1 Scope of Bid

- 1.1 The Employer as defined in the Bidding Data Sheet 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 Sheet hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

#### IB.2 Source of Funds

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

#### IB.3 Eligible Bidders

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

#### IB.4 One Bid per Bidder

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

#### IB.5 Cost of Bidding

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

**IB.6 Site Visit**

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

**B. BIDDING DOCUMENTS****IB.7 Contents of Bidding Documents**

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

**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 IB 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 BIDS****IB.10 Language of Bid**

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet 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 Comprising the Bid**

11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.



- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
  - (b) One of the joint venture partners shall be nominated as being in charge; 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 JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
  - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
  - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

#### **IB.12 Bid Prices**

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



- 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 the bids such other supporting information as required under the said clause.

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

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. 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 Sheet 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 Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
  - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
  - (c) In the case of successful bidder, if he fails within the specified time limit to:
    - (i) Furnish the required Performance Security;
    - (ii) Sign the Contract Agreement, or
    - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

**IB.16 Alternate Proposals by Bidder**

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Price Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implication involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 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 Sheet. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

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

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price 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 Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition,  
the Bidder shall submit two (2) copies of the Bid and clearly mark each of them “COPY.”  
In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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

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

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





- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
  - (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and
  - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

#### **IB.20 Deadline for Submission of Bids**

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

#### **IB.21 Late Bids**

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



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

### **IB.22 Modification, Substitution and Withdrawal of Bids**

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

## **E BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR**

### **IB. 23 Bid Opening**

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



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

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

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

#### Preliminary Examination of Technical Bids

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



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

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

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

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

#### **IB.24 Process to be Confidential**

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.

**IB.25 Clarification of Bids**

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

**IB.26 Examination of Bids and Determination of Responsiveness**

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

**IB.27 Correction of Errors**

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



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

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

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
  - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced 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 IB 29.2.



- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that bid evaluation report.

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

- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, 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.
- 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 Sheet 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 IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

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

### **IB.35 Integrity Pact**

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all 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 Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents





# **BIDDING DATA SHEET**

**BIDDING DATA SHEET**

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

<b>Reference to Instruction to Bidder</b>	<b>Tendering Data</b>
<b>IB-1</b> 1.1	Name & Address of The Employer Project Director, M/O FE & PT  Address  <b>Procurement Specialist</b> Khyaban-e-Suharwardy, Zero Point Pakistan Manpower Building Gate 3 Ministry of Federal Education and Professional Training, Islamabad  Email: uzma.pcu.malik@gmail.com dc@mofept.gov.pk 051-9103975, 0519252497
1.1	<b>Works</b>  <b>Project:</b> DEVELOPMENT OF ECE CLASSROOMS IN EDUCATION INSTITUTES OF FDE  <b>Description:</b> The Work is construction of ECE Classrooms washrooms and play areas as defined in the BOQ and directed by the Employer
<b>IB-2</b> 2.1	<b>Source of Funds</b>  Delete the text & substitute  Government of Pakistan is funding the project through PSDP Funds To Ministry of Federal Education and Professional Training
<b>IB-3</b> 3.1	<b>Eligible Bidders</b> Add the following  b. Valid Registration with income tax department/ FBR and Sales Tax Department  c. A Bidder (including all members of a joint venture & all sub-contractors of a Bidder) shall not be affiliated with a firm or entity; <ol style="list-style-type: none"> <li>i. Which has provided consulting services during the preparatory stages of works or of the Project of which the works form a part of.</li> <li>ii. Which has been hired (or is proposed to be hired) as Engineer for the Contract</li> </ol>



3.2	<p>Add new sub clause 3.2 as follows Bidders shall provide such evidence of their eligibility satisfactory to the Employer as the Employer shall reasonably request.</p>
<p><b>IB-6</b> 6.1</p>	<p><b>Site Visits</b> Delete the text &amp; substitute The Bidder or his authorized representative shall visit &amp; inspect the Site of the Works including the areas &amp; surroundings to be used for Contractor's Camp, on his own responsibility &amp; at his own expense, &amp; obtain all the information from his own sources, which may be necessary for preparing the Bid. The Employer may assist but will not take any responsibility for the supply or correctness of the information.</p> <p>The Bidder shall, before submitting his Bid, satisfy himself in all respects including the following: -</p> <ol style="list-style-type: none"> <li>a. The existing facilities in the vicinity of the Site of Work, the hydrological &amp; climatologically conditions, the form &amp; the nature of the Site of Work.</li> <li>b. The quantities &amp; nature of the work &amp; materials necessary for completion of the Works.</li> <li>c. The means of access to the Site of the Work &amp; exit from the Site.</li> <li>d. The available accommodation on land for Contractor's Camp within or outside the Site of Work.</li> <li>e. All necessary information as to risks, contingencies &amp; other circumstances which may influence or affect the Tender.</li> <li>f. The type &amp; nature of soil existing in area of work</li> <li>g. The existing conditions of Site</li> </ol> <p>Each Bidder shall also enquire &amp; satisfy himself as to the source, the quantity of supply, sufficiency of &amp; the means of obtaining &amp; transporting all plant, material, labor, fuel, water, electricity &amp; other matters or things required for in connection with the works.</p> <p>In preparing the bid, bidders shall also consider his obligation to adequately store all materials &amp; maintain existing facilities &amp; all temporary works during the period of their usage.</p> <p>The Bidder must make local inquires as to the physical conditions prevailing at the Site &amp; obtain his own information on all matters &amp; things that may in any way influence him in making a Bid &amp; fixing the rates in the Bill of Quantities. He must also satisfy himself as to the risks, obligations &amp; responsibilities to be undertaken in accordance to the Contract to be entered into by him should his Bid be accepted.</p> <p>The Bidder shall make his own investigations, enquiries &amp; assessments, on all matters, of all conditions of existing constructions at the site &amp; its vicinity to his satisfaction before submitting his Bid.</p>
<p><b>IB-7</b> 7.1</p>	<p><b>Documents comprising the Tenders</b></p> <p>Following is added to the list in 7.1 13. Special Conditions</p>



<b>IB-8</b>  8.1	<b>Clarification of Bidding Documents</b>  Time Limit for Clarifications: 3 days instead of 28 days prior to the dead line for submission of Tender/Bid.
<b>IB-10</b>  10.1	<b>Bid Language</b>  English
<b>IB-11</b>  11.1(a)	<b>Documents Accompanying the Bid</b>  The Bidder shall submit with its Technical Bid the following documents:  (a) Letter of Technical Bid (b) Bid Security (IB.15) (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5) (d) Pending litigation information (e) Special Stipulations (as filled by the Employer) (appendix –A) (f) Proposed Construction Schedule (appendix –E) (g) Method of Performing the Work (appendix –F) (h) Availability of Critical Equipment (appendix –G) (i) Construction Camp and Housing Facilities (appendix –H) (j) List of Sub-contractors (as required) (appendix –I) (k) Organization Chart for Supervisory Staff (appendix –K) (l) Integrity Pact (appendix –L) (m) Bid Evaluation Criteria (appendix –M)
11.1(b)	The Bidder shall submit with its Price Bid the following documents:  (a) Letter of Price Bid (b) Foreign Currency Requirements (If required and only in case of International Bidding) (appendix –B) (c) Price Adjustment under Clause 70 (appendix –C) (d) Bill of Quantities (appendix –D) (e) Estimated Progress Payments (appendix –J)
<b>IB-12</b> 12.2	<b>Bid Prices</b>  The estimated unit rates & total amounts are provided for each item in the Bill of Quantities by the Employer. The Bidder is required to offer premium above or below the total estimated cost at the place provided for the purpose in the summary of Bill of Quantities
12.3	Add the following paragraphs:  The Bidder, by the act of submitting a Bid, acknowledges that he has inspected the Site of Works & determined the general characteristics & conditions. The Employer will not assume any responsibility for information, interpretations & deductions the bidder may make from the information furnished by the Employer or the Engineer. No verbal agreement or conversation with any officer, Employee or agent of the Employer or the Engineer either before during or after the execution of the contract shall affect or modify any of the terms or obligations contained in



	<p>the Contract.</p> <p>The attention of the Bidder is drawn to the fact that local regulations require special formalities to be complied with in connection with the ordering, purchasing &amp; importing of materials from outside Pakistan. Bidder will be deemed to have obtained full information about all such matters &amp; to have allowed in his Bid for all delays additional costs &amp; financing charges that may arise directly or indirectly there from.</p> <p>Any neglect or failure on the part of the Bidder to obtain reliable information on the spot or elsewhere upon the foregoing or any other matters affecting the execution &amp; completion of the works, the rates, total amounts &amp; the contract shall not relieve the Bidder whose Bid is accepted from any risks or liabilities or from the responsibility of completing &amp; handing over the works.</p> <p>The rates &amp; prices set down by the Bidder against all the items in the Bill of Quantities are to be the full inclusive value of the finished work described there under &amp; shall be deemed to include all costs of performing the works including all taxes &amp; duties, profits &amp; costs of accepting the general risks, liabilities &amp; obligations of every kind set forth or implied in the Contract. Justification of rates should also be provided in support of the quoted price.</p>
<b>IB-13</b>	<b>Currency of Bid &amp; Payment</b>
13.1	<p>Delete the text &amp; substitute:</p> <p>Bid be quoted in percentage by the Bidder entirely in Pak Rupees. The Employer shall make payment only in Pak Rupee &amp; no foreign currency, payments are admissible. A Bidder expecting to incur expenditure in other currencies for inputs to the works supplied from outside the Employers country shall bear all costs &amp; risks for arranging the requirements of such currencies through his own resources.</p>
13.2	Not applicable
<b>IB-14</b>	<b>Bid Validity</b>
14.1	Period of Bid Validity is 90 days after the date of Bid opening.
<b>IB-15</b>	<b>Bid Security</b>
15.1	<p>Amount of Bid Security</p> <p><b>Rs. 1,424,260/-</b></p> <p>In shape of call deposit from any Scheduled Bank of Pakistan</p>
<b>IB-16</b>	<b>Alternate Proposals by Bidders</b>
16.1 & 16.2	<p>Delete the text &amp; substitute:</p> <p>Alternate proposals by Bidders are not invited. Bidders will only quote for the Bidding Design/Drawings</p>
<b>IB-17</b>	<b>Pre-Bid Meeting</b>
17.1	The Pre-Bid meeting will be held on 15 <sup>th</sup> April 2024 in the office of the Project Director as per advertisement



17.2	Delete the text & substitute The Bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than (03) days before the proposed pre-bid meeting
<b>IB-18</b>	<b>Number of copies of the bid to be completed &amp; returned:</b>
18.4	One (1) original + Two (2) colored copies of all documents forming the Bid and clearly mark them “ORIGINAL” and “COPY” as appropriate
<b>IB-19</b>	<b>Employers address for the purpose of Bid submission:</b>
19.2 (a)	<b>Project Director, M/O FE &amp; PT</b>  <b>Procurement Specialist</b> Khyaban-e-Suharwardy, Zero Point Pakistan Manpower Building Gate 3 Ministry of Federal Education and Professional Training, Islamabad - Email: uzma.pcu.malik@gmail.com dc@mofept.gov.pk 051-9103975, 0519252497
19.2 (b)	<b>Name &amp; Number of Contract:</b>  <b>Project name:</b> <b><u>DEVELOPMENT OF ECE CLASSROOMS IN EDUCATION</u></b> <b><u>INSTITUTES OF FDE</u></b> Contract No. 1
<b>IB-20</b>	<b>Deadline for Submission of Bids</b>
20.1 (a)	As notified in “Notice Inviting Bids”
<b>IB-23</b>	<b>Bid Opening</b>
23.1	Venue, time & date of Bid opening  Venue: Project Director, M/O FE & PT Time & Date: As notified in the “Notice Inviting Bids”
<b>IB-32</b>	<b>Performance Security</b>
32.1	i. Delete “28 days” in the third line & replace with “14 days” ii. Standard form & amount of Performance Security acceptable to the Employer  The Performance Security shall be equal to an amount of 10% of the Contract Price stated in the Letter of Acceptance. Such security shall be in the form of unconditional irrevocable Bank Guarantee from any Scheduled Bank of Pakistan or Insurance Bond (AA Rated Insurance Companies only) acceptable to the Employer valid for a period till 28 days after the date of issue of Defect Liability Certificate.  The cost of complying with the requirement of this clause shall be borne by the contractor

<b>IB-33</b>  33.1 33.2	<b>Signing of Contract Agreement</b>  Delete “14 days” in the first line & replace with “07 days” Delete “14 days” in the second line & replace with “07 days”
<b>IB-37</b>	<b>Number of Contracts</b>  The Employer can divide the subject project into more than one contract depending upon the situation & the Employer would have the right to award the contract to one or more than one Contractor, if desired so.



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





LTB- I

# Letter of Technical Bid

Date: .....

Bid Reference No: .....

To: Project Director/ Director Development  
M/O FE & PT Ministry of Federal Education & Professional Training  
Room: 239, 2nd Floor, C Block Pak. Secretariat  
Email: uzma.pcu.malik@gmail.com dc@mofept.gov.pk  
051-9103975, 0519252497

**Project name: DEVELOPMENT OF ECE CLASSROOMS IN EDUCATION INSTITUTES OF FDE**  
Contract No. 1

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable)
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

.....

Address.....



LPB-1

# Letter of Price Bid

Date: .....

Bid Reference No: .....

To: Project Director/ Director Development  
M/O FE & PT Ministry of Federal Education & Professional Training  
Room: 239, 2nd Floor, C Block Pak. Secretariat  
Email: uzma.pcu.malik@gmail.com dc@mofept.gov.pk  
051-9103975, 0519252497

**Project name: DEVELOPMENT OF ECE CLASSROOMS IN EDUCATION INSTITUTES OF FDE**  
Contract No. 1

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) \_\_\_\_\_  
The discounts offered and the methodology for their application are:  
\_\_\_\_\_
- (d) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

Address.....



**BA-1**  
**Appendix-A to Bid**

**SPECIAL STIPULATIONS**

**Clause**

**Conditions of Contract**

1.	Engineer's Authority to issue Variation	2.1	Aggregate effects of such variation should not exceed to 15% of the Contract Price stated in the Letter of Acceptance.
2	Variation	2.1(b) (viii)(b)	No Approval is required by the engineer if the amount needed is up to or less than Rs.100, 000.00 (One Hundred thousand only)
3.	Law applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan
4.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
5.	Time for Furnishing Programme	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
6.	Minimum amount of Third Party Insurance	23.2	Rs. 100,000/- per occurrence with number of occurrences unlimited.
7.	Time for Commencement	41.1	Within 07 days from the date of receipt of Engineer's Notice to Commence which shall be issued within seven (07) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	180 days from the date of receipt of Engineer's Notice to Commence.
9.	a) Amount of Liquidated Damages	47.1	0.1% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	0.1% for each day the Works are completed before the specified completion date of the Works subject to a maximum of 5% of Contract Price.
10.	Defects Liability Period	49.1	180 Days from the effective date of Taking Over Certificate.
11.	Percentage of Retention Money	60.2	5 % of the amount of Interim Payment Certificate.
12.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
13.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	15% Percentage of Contract Price depending on completion period of the Works.
14.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days in case of local currency or 42 days in case of foreign funded projects.
15.	Mobilization Advance (Interest Free)	60.12	Up to 15% of Contract Price stated in the Letter of Acceptance against Bank Guarantee. Paid in two instalments and Will be recovered in four instalments (against Bank Guarantee).



**BB-1**  
**Appendix-B to Bid**

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

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

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



**BC-1**  
**Appendix-C to Bid**

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

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

Cost Element	Description	Quoted percentages	Weightages	Applicable index
1	2	3	4	5
(i)	Fixed Portion		25%	
(ii)	Local Labour (Skill & unskilled) with unskilled as representative items		10% ~ 15%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(iii)	High Speed Diesel (HSD)		10% ~ 15%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(iv)	Cement – in Bags. Portland cement shall be considered representative items for all types of cement		8% ~ 10%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(v)	Iron Bars ½” diameter round bars is the representative item for all types of steel and (M.S. Bars) to be used in this Project.		10% ~ 15%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(vi)	Crush / Bajri (all types of Stone items)		3% ~ 5%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(vii)	Bricks (New 1 <sup>st</sup> Class)		8% ~ 12%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
(viii)	Paint (all types of Paint)		7% ~ 10%	Monthly Statistical Bulletin – Pakistan Federal Bureau of Statistics
	<b>T o t a l</b>		<b>100%</b>	

**Notes:**

- 1) Indices for “(i) to (viii)” shall be taken from the Government of Pakistan Federal Bureau of Statistics, “Monthly Statistical Bulletin.” The base cost indices or prices shall be those as applying 28 days prior to the latest day of submission of Bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the contract price.
- 3) For labor, the index shall be the minimum wages for unskilled labor as fixed by the Govt. of Pakistan
- 4) Adjustment of increase/decrease shall only be admissible for the materials listed above
- 5) All amount in Pakistan rupees only
- 6) The base prices of materials are inclusive of all kind of taxes & duties that can be levied at source/ex- factories



**BD-1**

**Appendix-D to Bid**

**BILL OF QUANTITIES**



## OVER ALL COST

### BILL OF QUANTITY

Sr. No.	Description of Items	Total Cost (Rs.)	Remarks
	<b>Estimated Cost Based on PAK PWD SOR 2022</b>		
	Renovation/Rehabilitation of One Classroom	933,263	
A	Renovation/Rehabilitation of 50 Classroom	46,663,139.07	
	Renovation/Rehabilitation of One Toilet Block	1,227,494	
B	Renovation/Rehabilitation of 20 Toilet Block	24,549,886.00	
	<b>Total Cost (A+B)</b>	<b>71,213,025</b>	
	Add _____% Premium		
	<b>Grand Total</b>	<b>71,213,025</b>	
	<b>Total Cost in (M)</b>	<b>71.213</b>	



GOVERNMENT OF PAKISTAN  
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**BILL OF QUANTITY**

Sr. No.	Description of Items	Total Cost (Rs.)	Remarks
	Estimated Cost Based on PAK PWD SOR 2022		
1	Renovation/Rehabilitation of Old Classroom		
	<b>Total Cost</b>	<b>933,263</b>	
	<b>Total Cost in (M)</b>	<b>0.933</b>	





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**BILL OF QUANTITY**

**One Classroom**

Sr. No.	Schulde Items (Pak PWD) 2022	Description of Items	Unit	Rate (Rs.)	Total Quantity	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Building</b>							
<b>CIVIL WORKS</b>							
1	105-14+27+39	Providing and laying <b>1:4:8</b> (1 cement 4 sand and 8 coarse aggregate) cement concrete using Lawrence pur sand and crushed graded boulders 1 inch (25 mm) and down gauge in <b>foundation</b> including levelling, compacting and curing etc. complete.	Cft	249.33	690.00	172,038	
2	117-07+26	Providing and laying floors of 3 inches (76 mm) thick <b>1:2:4</b> cement concrete using graded <b>screened bajri</b> 3/4 inch (19 mm) and down gauge in <b>1st Floor</b> laid in panels including form work, consolidation, finishing and curing etc. complete.	Sft	102.99	132.00	13,595	
3	117-180	Providing and laying light colour, glazed/non skid vitrified <b>porcelain tiles</b> (Polished) exceeding 3600 Sqcm each, (Pak made) on walls and floors, in any floor, laid with dry bond (stille bond) over <b>existing floor</b> including jointing to tiles with joint filler of approved quality as per direction of the Engineer incharge.			-	-	
		Room (24"x24")	Sft	475.85	528.00	251,249	
4	120-66	Providing and fixing 1-1/2 inches (38 mm) thick pressed <b>veneered door shutters fully flushed</b> with commercial ply wood veneering on all faces and sides fixed over deodar wood cavilled core and frame work of not less than 4 inches (102 mm) wide strip around with approved brass hinges and lower bolts etc., as required .	Sft	423.95	56.00	23,741	
5	122-160	<b>Painting wood work</b> with synthetic enamel paint of approved make and shade two coats over and including the cost of one priming coat complete at any height in any floor .	Sft	59.55	148.52	8,844	
6	123-40	<b>Dismantling cement tiled floor, dado or skirting</b> in basement, plinth and ground floor including base mortar and stacking salvaged material (serviceable) and disposing of surplus stuff as directed within three chains (91.5 m).	Sft	26.06	528.00	13,760	
7	123-45	<b>Taking out door and window</b> frames with or without hold fasts in ground floor including cutting walls, stacking salvaged material (serviceable) and disposing of unservice-able material as directed within three chains (91.5 m).	Each	584.38	4.00	2,338	
8	125-29	<b>Plastering</b> 3/4" (19 mm) thick in <b>patches</b> in cement sand mortar 1:4 including curing and scraping old damaged portion in regular shape and removal of rubbish from the site etc. complete as per direction of Engineer-in-Charge in ground floor.	Sft	58.18	220.25	12,814	
9	123-13	<b>Dismantling lime or cement concrete</b> in <b>foundation</b> or <b>under floor</b> basement, plinth and ground floor and disposing of surplus material as directed within three chains (91.5 m).				-	
10	123-13+17	Same as Above First Floor	Cft	43.55	600.25	26,141	
11	124-204	Providing and fixing <b>fiber shed</b> consisting of 5 ply fiber sheet and 2"x2" M.S Box pipe 16 gauge main frame beams and central bracing 2"x2" at 24" c/c diagonal and 2"x2" support upto 2 feet c/c over 4" dia M.S pipe 16 gauge <b>10-14 feet high</b> i/c the cost of excavation with PCC 1:2:4 and RCC with steel and M.S steel plate 1/2" thick in foundation, size 2'x2' cutting fitting, welding painting etc, complete as per direction of engineer incharge.				-	
		Parking (Shed)	Sft	898.79	120.00	107,855	
<b>Total Amount</b>						<b>632,374</b>	



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**BILL OF QUANTITY**

**One Classroom**

Sr. No.	Schedule Items (Pak PWD) 2022	Description of Items	Total Quantity	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Building</b>								
<b>E &amp; M WORKS</b>								
1	02-35-01	Wiring for sub-main with <b>2x1.5 mm<sup>2</sup></b> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20 mm (3/4") dia uPVC conduit recessed in the wall, column and roof etc. including 1 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	90.00	Rft	99.00	Ninety Nine Rupees Only	8,910	
2	02-35-02	Wiring for sub-main with <b>2x2.5 mm<sup>2</sup></b> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20 mm (3/4") dia uPVC conduit recessed in the wall, column and roof etc. including 1.5 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	90.00	Rft	137.00	One Hundred Thirty Seven Rupees Only	12,330	
3	02-35-03	Wiring for sub-main with <b>2x4 mm<sup>2</sup></b> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20 mm (3/4") dia uPVC conduit recessed in the wall, column and roof etc. including 1.5 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	70.00	Rft	195.00	One Hundred Ninety Five Rupees Only	13,650	
4	02-61-12	Providing & Fixing of <b>16x25 mm</b> uPVC duct fitted on Surface as required.	85.00	Rft	61.00	Sixty One Rupees Only	5,185	
5	02-61-13	Providing & Fixing of <b>25x25 mm</b> uPVC duct fitted on Surface as required.	90.00	Rft	78.00	Seventy Eight Rupees Only	7,020	
6	02-61-14	Providing & Fixing of <b>16x38 mm</b> uPVC duct fitted on Surface as required.	70.00	Rft	73.00	Seventy Three Rupees Only	5,110	
7	02-63-01	Providing and Fixing flush type, 6/10 Amps SP <b>piano switch</b> fitted on given sheet all kind of board i/c connection as required.	15.00	Each	122.00	One Hundred Twenty Two Rupees Only	1,830	
8	02-63-03	Providing and Fixing flush type, 6/10 Amps flush type 2-pin <b>piano socket</b> fitted on given sheet all kind of board i/c connection as required.	10.00	Each	122.00	One Hundred Twenty Two Rupees Only	1,220	
9	02-63-05	Providing and Fixing flush type, <b>6 Amps, 3-pin</b> combine switch & socket unit (Universal) fitted on existing/given all kind of sheet or boards including, Connection as required.	5.00	Each	258.00	Two Hundred Fifty Eight Rupees Only	1,290	
10	02-63-08	Providing and Fixing flush type, <b>15 Amps, 3-pin</b> combine switch & socket unit (Power Plug) fitted on existing/given all kind of sheet or boards including, Connection as required.	5.00	Each	364.00	One Thousand One Hundred Forty Four Rupees Only	1,820	
11	02-63-10	Providing and Fixing flush type, <b>piano fan dimmer</b> of all sweep fan, fitted on existing/given sheet or board including connection as required.	4.00	Each	231.00	Two Hundred Thirty One Rupees Only	924	
12	02-67-01	Providing & fixing 6 Amps plastic batten/Angle <b>holder</b> on PVC round block/round cover fitted on surface including connection as required.	5.00	Each	342.00	Three Hundred Forty Two Rupees Only	1,710	
13	02-67-02	Providing & fixing 6 Amps plastic <b>Ceiling Rose</b> on PVC round block/round cover fitted on surface including connection as required.	5.00	Each	245.00	Two Hundred Forty Five Rupees Only	1,225	
14	02-77-01	Providing, Installation, Testing & Commissioning of recessed/surface mounted <b>ceiling lights/downlights</b> including driver, having warm/neutral white/cool white colour, 80-90 lm/watts efficiency, 0.9 or above power factor, 20000-25000 hours life cycle, including connection, complete in all respect as approved by the Engineer incharge. (Philips/Signify/Osram/GE/Thorn)	-				-	
		22-24 Watts	12.00	Each	4,585.00	Four Thousand Five Hundred Eighty Five Rupees Only	55,020	
15	02-80-03	Providing & Installing 140 cm (56") sweep <b>ceiling fan</b> with blades, canopy, standard length of down rod including connection with 14.0076" flexible wire complete as required (without regulator) Millat/Pak/Younas/GFC/Royal	4.00	Each	9,349.00	Nine Thousand Three Hundred Forty Nine Rupees Only	37,396	
<b>Total Amount</b>							<b>154,640</b>	



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**BILL OF QUANTITY**

**One Classroom**

Sr. No.	Schedule Items (Pak PWD) 2022	Description of Items	Total Quantity	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Building</b>								
<b>CIVIL WORKS</b>								
1	122-172	<b>Painting</b> three coats with <b>weather shield</b> paint deluxe (ICI) make of approved shade on plaster surface (External) and including the cost of cleaning the surface, sand papering etc. complete at any height in any floor.	1,408.00	Sft	44.09	Forty Four Rupees and Nine Paise	62,079	
2	125-161	<b>Repainting</b> two coats with <b>enamel paint</b> of approved make and shade to <b>wood work</b> including scraping and sand papering the surface as directed by Engineer-in-Charge in any floor.	148.52	Sft	21.89	Twenty One Rupees and Eighty Nine Paise	3,251	
3	125-166+167	<b>Repainting</b> three coats with plastic <b>emulsion paint</b> of (ICI) Dulux make and shade to walls and ceiling including cleaning, and sand papering the surface as directed by the Engineer-in-charge in any floor. (388.4+789.14)=1177.61 %Sft	1,408.00	Sft	42.13	Forty Two Rupees and Thirteen Paise	59,319	
<b>Total Amount</b>							<b>124,649</b>	



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**BILL OF QUANTITY**

**One Classroom**

Sr. No.	Market Items	Description of Items	Total Quantity	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Cost (Rs.)	Remarks
		<b>Renovation/Rehabilitation of Existing Building</b>						
		<b>Market Items</b>						
2	Mk	Fence Area	80	Rft	270	Twelve Thousands and Five Hundred Only	21,600	
		<b>Total Amount</b>					<b>21,600</b>	



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**BILL OF QUANTITY**

Sr. No.	Description of Items	Total Cost (Rs.)	Remarks
	Estimated Cost Based on PAK PWD SOR 2022		
1	Renovation/Rehabilitation of Old Toilet Block		
	<b>Total Cost</b>	<b>1,227,494.30</b>	
	<b>Total Cost in (M)</b>	<b>1.227</b>	



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**BILL OF QUANTITY**

**One Toilet Block**

Sr. No.	Schedule Items (Pak PWD) 2022	Description of Items	Unit	Rate (Rs.)	Total Quantity	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Toilet</b>							
<b>CIVIL WORKS</b>							
1	105-14+27+39	Providing and laying <b>1:4:8</b> (1 cement 4 sand and 8 coarse aggregate) cement concrete using Lawrence pur sand and crushed graded boulders 1 inch (25 mm) and down gauge in <b>foundation</b> including levelling, compacting and curing etc. complete.	Cft	249.33	236.95	59,079	
2	117-07+26	Providing and laying floors of 3 inches (76 mm) thick <b>1:2:4</b> cement concrete using graded <b>screened</b> bajri 3/4 inch (19 mm) and down gauge in <b>1st Floor</b> laid in panels including form work, consolidation, finishing and curing etc. complete.	Sft	102.99	125.88	12,964	
3	117-180	Providing and laying light colour, glazed/non skid vitrified <b>porcelain tiles</b> (Polished) exceeding 1600 Sqcm and up to 3600 Sqcm each, (Pak made) on walls and floors, in any floor, laid with dry bond (stille bond) over a base of 1" thick cement mortar (1:3) including jointing to tiles with joint filler of approved quality as per direction of the Engineer incharge.			-	-	
		Bath Room Floor	Sft	406.11	300.15	121,894	
		Bath Room Wall	Sft	406.11	321.13	130,412	
4	119-73	Providing and fixing double glazed Bronz anodized or Powder Coated <b>Aluminium Sliding windows</b> as per British standard manufactured by Lucky, Prime, Chawla, Krudson and Pakistan Cables. (fixing through their approved fabricators), Executive model section double or single glazed 101mm x 37mm and 1.6mm thick including the cost of aluminium netting, fitting, with all accessories cutting hole etc. and making good damages to walls etc. complete as required in any floor as per direction of engineer-in-charge, but excluding the cost of glass pans.	Sft	1,617.19	8.00	12,938	
5	119-120	Providing and fixing plain <b>glass panes</b> 6mm thick to M.S. Box pipe / Aluminium doors, windows and ventilators etc including the cost of labour but excluding the cost of M.S. square pipe beading, rubber packing and screw in any floor at any height.	Sft	297.02	8.00	2,376	
6	120-02	Providing and fixing best quality ( <b>deodar or equivalent</b> ) frames for doors, windows, ventilators, clerestory windows, shelves, partitions, trellis work, etc., as required. (5" X 2-1/2")	Cft	12,731.98	9.54	121,463	
7	120-66	Providing and fixing 1-1/2 inches (38 mm) thick pressed <b>veneered door shutters fully flushed</b> with commercial ply wood veneering on all faces and sides fixed over deodar wood cavittied core and frame work of not less than 4 inches (102 mm) wide strip around with approved brass hinges and tower bolts etc., as required .	Sft	1,695.81	36.75	62,321	
7	122-160	<b>Painting wood work</b> with synthetic enamel paint of approved make and shade two coats over and including the cost of one priming coat complete at any height in any floor .	Sft	59.55	202.19	12,040	
8	123-40	<b>Dismantling cement tiled floor, dado or skirting</b> in basement, plinth and ground floor including base mortar and stacking salvaged material (serviceable) and disposing of surplus stuff as directed within three chains (91.5 m).	Sft	26.06	500.25	13,037	



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**BILL OF QUANTITY**

**One Toilet Block**

Sr. No.	Schedule Items (Pak PWD) 2022	Description of Items	Unit	Rate (Rs.)	Total Quantity	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Toilet</b>							
<b>CIVIL WORKS</b>							
9	124-141	Providing and laying gola 3" x 3" (76 mm x 76 mm) <b>concrete 1:2:4</b> using graded screened bajri at junction of <b>roof slab</b> and walls and finished with cement plaster 1:4 including curing etc. complete.	Rft	32.02	97.50	3,122	
10	124-171	Providing and laying 1/2" (13mm) thick <b>marble patties</b> (panel strips) up to 1-1/2" (38 mm) depth in floor and dado of any description in all floor.	Rft	20.19	113.34	2,288	
11	125-128+133	Providing and laying in patches in roof, <b>plastic bitumen</b> No. 3 or No. 4 at the rate of 30 Lbs with, 1-1/2 Cft. of coarse sand per %Sft. (1.46 Kg. with 0.0424 Cu.m. of coarse sand per Sq.m.) over a coat of light diesel oil priming at 15 Lbs. per %Sft. (0.73 Kg. per Sq.m.) including light ramming with thappies etc. complete in <b>1st Floor</b>	Sft	50.88	500.25	25,453	
12	125-29	<b>Plastering</b> 3/4" (19 mm) thick in <b>patches</b> in cement sand mortar 1:4 including curing and scraping old damaged portion in regular shape and removal of rubbish from the site etc. complete as per direction of Engineer-in-Charge in ground floor.	Sft	58.18	112.60	6,551	
13	123-13	<b>Dismantling</b> lime or <b>cement concrete</b> in <b>foundation</b> or <b>under floor</b> basement, plinth and ground floor and disposing of surplus material as directed within three chains (91.5 m).				-	
	123-13+17	Same as Above First Floor	Cft	43.55	500.25	21,786	
<b>Total Amount</b>						<b>548,645</b>	



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**BILL OF QUANTITY**

**One Toilet Block**

Sr. No.	Schedule Items (Pak PWD) 2022	Description of Items	Total Quantity	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Toilet</b>								
<b>E &amp; M WORKS</b>								
1	02-35-01	Wiring for sub-main with <b>2x1.5 mm<sup>2</sup></b> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20 mm (3/4") dia uPVC conduit recessed in the wall, column and roof etc. including 1 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	85.00	Rft	99.00	Ninety Nine Rupees Only	8,415	
2	02-35-02	Wiring for sub-main with <b>2x2.5 mm<sup>2</sup></b> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20 mm (3/4") dia uPVC conduit recessed in the wall, column and roof etc. including 1.5 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	70.00	Rft	137.00	One Hundred Thirty Seven Rupees Only	9,590	
3	02-35-03	Wiring for sub-main with <b>2x4 mm<sup>2</sup></b> , PVC insulated wire 300/500 volts grade, single core, stranded copper conductor wire in 20 mm (3/4") dia uPVC conduit recessed in the wall, column and roof etc. including 1.5 mm <sup>2</sup> PVC insulated wire single core wire as ECC as required.	77.00	Rft	195.00	One Hundred Ninety Five Rupees Only	15,015	
4	02-61-12	Providing & Fixing of <b>16x25 mm</b> uPVC duct fitted on Surface as required.	65.00	Rft	61.00	Sixty One Rupees Only	3,965	
5	02-61-13	Providing & Fixing of <b>25x25 mm</b> uPVC duct fitted on Surface as required.	71.00	Rft	78.00	Seventy Eight Rupees Only	5,538	
6	02-61-14	Providing & Fixing of <b>16x38 mm</b> uPVC duct fitted on Surface as required.	63.00	Rft	73.00	Seventy Three Rupees Only	4,599	
7	02-63-01	Providing and Fixing flush type, 6/10 Amps SP <b>piano switch</b> fitted on given sheet all kind of board i/c connection as required.	10.00	Each	122.00	One Hundred Twenty Two Rupees Only	1,220	
8	02-63-03	Providing and Fixing flush type, 6/10 Amps flush type 2-pin <b>piano socket</b> fitted on given sheet all kind of board i/c connection as required.	5.00	Each	122.00	One Hundred Twenty Two Rupees Only	610	
9	02-63-05	Providing and Fixing flush type, <b>6 Amps, 3-pin</b> combine switch & socket unit (Universal) fitted on existing/given all kind of sheet or boards including, Connection as required.	3.00	Each	258.00	Two Hundred Fifty Eight Rupees Only	774	
10	02-63-08	Providing and Fixing flush type, <b>15 Amps, 3-pin</b> combine switch & socket unit (Power Plug) fitted on existing/given all kind of sheet or boards including, Connection as required.	3.00	Each	364.00	One Thousand One Hundred Forty Four Rupees Only	1,092	
11	02-67-02	Providing & fixing 6 Amps plastic <b>Ceiling Rose</b> on PVC round block/round cover fitted on surface including connection as required.	3.00	Each	245.00	Two Hundred Forty Five Rupees Only	735	
12	02-77-01	Providing, Installation, Testing & Commissioning of recessed/surface mounted <b>ceiling lights/downlights</b> including driver, having warm/neutral white/cool white colour, 80-90 lm/watts efficiency, 0.9 or above power factor, 20000-25000 hours life cycle, including connection, complete in all respect as approved by the Engineer incharge. (Philips/Signify/Osram/GE/Thorn)	-				-	
	g	22-24 Watts	6.00	Each	4,585.00	Four Thousand Five Hundred Eighty Five Rupees Only	27,510	
13	02-84-03	Providing & Installing 30 cm (12") sweep Plastic body <b>Exhaust fan</b> complete with blades, mortar, etc fixed in existing hole including connection with 14.0076" flexible wire complete as required. Millat/Pak/Younas/GFC/Royal	2.00	Each	4,672.00	Four Thousand Six Hundred Seventy Two Rupees Only	9,344	
<b>Total Amount</b>							<b>88,407</b>	





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**BILL OF QUANTITY**

**One Toilet Block**

Sr. No.	Schedule Items (Pak PWD) 2022	Description of Items	Total Quantity	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Toilet</b>								
<b>Paint WORKS</b>								
1	122-172	<b>Painting</b> three coats with <b>weather shield</b> paint deluxe (ICI) make of approved shade on plaster surface (External) and including the cost of cleaning the surface, sand papering etc. complete at any height in any floor.	1,027.50	Sft	44.09	Forty Four Rupees and Nine Paise	45,302	
2	125-161	<b>Repainting</b> two coats with <b>enamel paint</b> of approved make and shade to <b>wood work</b> including scraping and sand papering the surface as directed by Engineer-in-Charge in any floor.	202.19	Sft	21.89	Twenty One Rupees and Eighty Nine Paise	4,426	
3	125-166+167	<b>Repainting</b> three coats with plastic <b>emulsion paint</b> of (ICI) Dulux make and shade to walls and ceiling including cleaning, and sand papering the surface as directed by the Engineer-in-charge in any floor. (388.4+789.14)=1177.61 %Sft	1,027.50	Sft	42.13	Forty Two Rupees and Thirteen Paise	43,289	
<b>Total Amount</b>							<b>93,017</b>	



GOVERNMENT OF PAKISTAN  
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING ISLAMABAD  
PROJECT MANAGEMENT UNIT  
PROVISION OF ECE CENTERS IN EXISTING CLASSROOM OF PRIMARY SCHOOLS

**BILL OF QUANTITY**

**One Toilet Block**

Sr. No.	Market Items	Description of Items	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Quantity	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Toilet</b>								
<b>Plumbing WORK</b>								
1	301-27	Providing and fixing best quality white glazed earthen ware One piece toilet ( <b>Commode</b> ) coupled with flush tank ( <b>Porta or equivalent</b> ) complete with and including cost of plastic seat with buffers, with internal fittings complete.	Each	47,750.00	Forty Seven Thousand Seven Hundred Fifty Rupees Only	2.00	95,500	
2	301-28	Providing and fixing best quality squatting type earthen ware <b>W.C.Pan (Porta or equivalent)</b> Complete with and including the cost of 13.6 litres best quality low level plastic flushing cistern with internal fittings complete, P.V.C. flushing pipe suitable for squatting type with extra bends and length with fittings, PVC Trap 4" (100mm dia) and making requisite number of holes in walls, plinth & floor for pipe connections and making good in cement concrete 1:2:4.	Each	19,665.00	Nineteen Thousand Six Hundred Sixty Five Rupees Only	1.00	19,665	
3	301-29	Providing and fixing approved quality earthen ware glazed <b>Vanity Basin (Porta or equivalent)</b> standard size (White/Light Colour) and including the cost of 1-1/4" dia brass waste 1-1/4" rubber plug and chrome plated brass chain PVC waste pipe 1-1/4" dia of approved pattern etc. complete.	Each	16,420.63	Sixteen Thousand Four Hundred Twenty Rupees and Sixty Three Paisa	2.00	32,841	
4	302-06	Providing and fixing 20 inches x 16 inches (508 mm x 406 mm) <b>Looking mirror</b> of Belgium glass complete with Plastic frame and C.P. Brass screws.	Each	3,045.74	Three Thousand Forty Five Rupees and Seventy Four Paisa	2.00	6,091	
5	302-10	Providing and fixing <b>bath room accessories</b> of set of 7 pieces consist of one cosmetic shelf, one towel rod with bracket, one soap dish, one tooth brush holder with glass and cover, one tissue paper holder one double hook one towel ring etc complete of approved quality as per direction of Engineer in-charge.	Each	12,062.50	Twelve Thousand Sixty Two Rupees and Fifty Paisa	3.00	36,188	
6	302-13	Providing and fixing <b>CP Muslim Bib Cock with Muslim Shower</b> of approved quality	Each	3,381.75	Three Thousand Three Hundred Eighty One Rupees and Seventy Five Paisa	3.00	10,145	
7	304-40	Providing and fixing <b>floor waste 6" X 6"</b> (Stainless Steel) <b>Jali</b> etc. complete	Each	2,023.58	Two Thousand Twenty Three Rupees and Fifty Eight Paisa	4.00	8,094	
8	306-17	Providing and fixing un platized polyvinyl chloride pipe ( <b>u.P.V.C</b> ) "E" class with specials and clamps etc., including cutting and fitting, complete with and including the cost of breaking through walls and roof and making good etc.; after cleaning the pipe and cartage within 10 miles (16.09 km) (working pressure 12 kg/cm <sup>2</sup> ): <b>3 inches</b> (80 mm) dia pipe..	Rft	520.97	Five Hundred Twenty Rupees and Ninety Seven Paisa	25.00	13,024	
9	306-18	Providing and fixing un platized polyvinyl chloride pipe ( <b>u.P.V.C</b> ) "E" class with specials and clamps etc., including cutting and fitting, complete with and including the cost of breaking through walls and roof and making good etc.; after cleaning the pipe and cartage within 10 miles (16.09 km) (working pressure 12 kg/cm <sup>2</sup> ): <b>4 inches</b> (100 mm) dia pipe.	Rft	719.12	Seven Hundred Nineteen Rupees and Twelve Paisa	25.00	17,978	
10	306-20	Providing and fixing un platized polyvinyl chloride pipe ( <b>u.P.V.C</b> ) "E" class and specials etc. including cutting and fitting complete with and including the cost of cutting trench upto 1-1/2 feet deep refilling, watering, ramming, and disposal of surplus earth within one chain and after cleaning the pipe and cartage within 10 miles (16.09 km.) (working pressure 12 kg/cm <sup>2</sup> ) <b>6 inches</b> (150 mm) dia pipe.	Rft	867.31	Eight Hundred Sixty Seven Rupees and Thirty One Paisa	75.00	65,048	



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**BILL OF QUANTITY**

**One Toilet Block**

Sr. No.	Market Items	Description of Items	Unit	Rate (Rs.)	Rate per Unit (Rs.)	Total Quantity	Total Cost (Rs.)	Remarks
<b>Renovation/Rehabilitation of Existing Toilet</b>								
<b>Plumbing WORK</b>								
11	306-28	Providing and fixing un platized polyvinyl chloride pipe (P.V.C) "D" class and specials etc. including cutting and fitting complete with and including the cost of cutting trench upto 1-1/2 feet deep refilling, watering, ramming, and disposal of surplus earth within one chain and after cleaning the pipe and cartage within 10 miles (16.09 km.) (working pressure 12 kg/cm <sup>2</sup> ) <b>8 inches</b> (200 mm) dia pipe.	Rft	998.82	Nine Hundred Ninety Eight Rupees and Eighty Two Paise	60.00	59,929	
		Providing and fixing <b>PPRC pipe</b> PN-20 with specials, clamps etc, including cutting and fitting complete with and including the cost of breaking through walls and roof and making good etc, after cleaning the pipe and cartage within 10 miles.				-	-	
12	306-30	25 mm Dia	Rft	215.32	Two Hundred Fifteen Rupees and Thirty Two Paise	140.00	30,145	
13	306-31	32 mm Dia	Rft	320.26	Three Hundred Twenty Rupees and Twenty Six Paise	140.00	44,836	
14	307-02	Providing and fixing 1/2" dia (15mm) <b>CP Bib Cocks</b> .	Each	1,130.40	One Thousand One Hundred Thirty Rupees and Forty Paise	3.00	3,391	
15	307-04	Providing and fixing 1/2" dia (15mm) <b>CP Stop Cocks/Tee Stop Cock</b>	Each	1,230.40	One Thousand Two Hundred Thirty Rupees and Forty Paise	5.00	6,152	
16	307-06	Providing and fixing <b>CP Mixer</b> 1/2" dia (15mm) ( <b>Faisal or equivalent</b> ) lever type pakistani complete in all respect.	Each	10,750.00	Ten Thousand Seven Hundred Fifty Rupees Only	2.00	21,500	
17	307-09	Providing and fixing <b>1" dia</b> (25mm) full way gun metal <b>valves</b> with wheels threaded or flanged ends with rubber washers, (standard pattern)	Each	4,012.90	Four Thousand Twelve Rupees and Ninety Paise	2.00	8,026	
18	315-13	Providing <b>manhole type 'A'</b> size 2 feet x 1-1/2 feet or 610 mm x 457 mm( inside dimensions) x 2 feet (610 mm) deep as per approved design and specifications complete for 4 inches to 12 inches (100 mm to 305 mm) dia. Pipes upto 3 feet-11 inches (1.19 m) depth with 16 inches (406 mm dia.) (inside) cast iron cover and frame (weight = 1 Cwt. 1. Qtr.) (63.5 kg.) fixed in R.C.C.1:2:4 slab 4 inches (102 mm) thick, burnt brick masonry walls 9 inches (229 mm) thick set in 1:4 cement mortar, 6 inches (150 mm) 1:3:6 C.C. in foundation, 1:2:4 C.C. in benching and 1/2 inch (13 mm) thick cement plaster in 1:3 C.M., to all inside walls surfaces channels and benching etc., and to top including making requisite number of main and branches channels but excluding the cost of excavation, back filling and disposal of excavated stuff, manhole cover and frame.	Each	13,411.31	Thirteen Thousand Four Hundred Eleven Rupees and Thirty One Paise	1.00	13,411	
	315-29	Providing & laying <b>R.C.C 1:2:4 slab</b> cover 3" thick average (precast complete with M.S flat iron, M.S bars embedded in concrete) of any shape including the cost of reinforcement and welding etc. as per direction of Engineer Incharge.	Cft	2,274.73	Two Thousand Two Hundred Seventy Four Rupees and Seventy Three Paise	2.40	5,459	
<b>Total Amount</b>							<b>497,425</b>	

**BE-1****Appendix-E to Bid****PROPOSED CONSTRUCTION SCHEDULE**

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

<b><u>Description</u></b>	<b><u>Time for Completion</u></b>
a) Whole Works	60 days

**BF-1****Appendix-F to Bid****METHOD OF PERFORMING THE WORK**

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

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

**BG-1****Appendix-G to Bid****LIST OF MAJOR EQUIPMENT – RELATED ITEMS**

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

**LIST OF MAJOR EQUIPMENT**

<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						

**BG-2****Appendix-G to Bid****Equipment:**

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

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

**BH-1****Appendix-H to Bid****CONSTRUCTION CAMP AND HOUSING FACILITIES**

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

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

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

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



**BH-2****Appendix-H to Bid**

5. Other Items Proposed (Security services, etc.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
  
6. Detail of testing Lab with testing equipment etc.

**BI-1****Appendix-I to Bid****LIST OF SUBCONTRACTORS**

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

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

<b>Part of Works (Give Details)</b>	<b>Subcontractor (With Complete Address)</b>
1	2

**BJ-1****Appendix-J to Bid****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:

<b>Month/Quarter/ Year/ Period</b>	<b>Amounts (1,000 Rs.)</b>
<b>1</b>	<b>2</b>
1 <sup>st</sup> Month	
2 <sup>nd</sup> Month	
<b>Bid Price</b>	



**BK-1**

**Appendix-K to Bid**

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



**BL-1**  
**Appendix-L to Bid**

**(INTEGRITY PACT)**

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

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

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

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

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

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

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

Name of Employer: .....  
Signature: .....  
[Seal]

Name of Contractor: .....  
Signature: .....  
[Seal]



## BM-1 Appendix-M to Bid

Bidders' qualification will be based on the bidder's eligibility, general and particular experience, personnel and equipment capabilities and financial position, as demonstrated by the bidder's responses in the forms attached. Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in the case of Joint Venture.

Maximum Marks are 100. **Minimum passing marks are 75 and 50% Marks are mandatory to get in each category.** Qualification of each bidder will be evaluated considering his technical and financial capabilities to undertake the contract package.

### 1. Mandatory Requirements/ Eligibility:

- i) The Bidder applying must have a valid registration with the Pakistan Engineering Council (PEC) in Constructor's Category C-4 or above. (Provide copy of valid PEC registration)
- ii) The Bidder must be registered with Income Tax Department / FBR. (Provide copy of Income Tax/ FBR registration and tax returns for last three years)
- iii) The Bidder must be registered with Sales Tax Department. (Provide copy of registration certificate)
- iv) The Bidder must provide financial statement audited by chartered accountant for the last 3 years.
- v) The Bidder is not black listed by PEC, PPRA, SPPRA or any Government, semi government or autonomous body. (Provide affidavit on Rs. 100 stamp paper attested by Notary Public)

**Any bidder not fulfilling any of the above mentioned mandatory requirements will be rejected/ disqualified straight away and no further evaluation will be considered or taken in hand for that bidder.**

### 2. Experience .....40 Marks

#### a. General Construction Experience .....40 Marks

(Provide list of construction contracts of minimum amount of Rs. 20.00 (M) successfully completed during the last 3 years give name of project, name of Employer, start and completion dates, contract value etc. Also provide completion certificates for each completed construction contract)

2 Construction Contracts or more ..... 40 Marks

1 Construction Contract .....20 Marks

No Contract ..... 0 Mark

### 3. Personnel (Form A7 & A8) ..... 10 Marks

#### A. Project/ Construction Manger ..... 4 Marks

a. BE, Civil Engineer registered with PEC ..... 4 Marks

#### B. Quantity Surveyor ..... 4 Marks

a. Diploma in Civil Technology ..... 4 Marks

#### C. Site Engineer ..... 2 Marks



**4. Equipment (Form A-9) (not applicable) .....0 Marks**

**5. Financial Capability .....50 Marks**

**a. Annual average Construction Turn Over, avg. last 3 years (Form A-2) ..... 25 Marks**

More than Rs. 10 Million..... 25 Marks

Less than Rs. 1 Million ..... 0 Mark

**b. Working Capital (avg. for last three year) ..... 25 Marks**

More than Rs. 5 Million..... 25 Marks

Less than Rs. 1 Million .....0 Mark

**6. Joint Venture (JV)**

6.1 Joint Venture must comply with the following requirements: -

a) Following are minimum qualification requirements: -

i) The lead partner shall meet not less than 60% of all qualifying criteria given heretofore.

ii) Each of the partners shall meet not less than 25 percent of all the qualifying criteria heretofore.

iii) The joint venture must collectively satisfy the criteria for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.

b) Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally. Bid shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.



## QUALIFICATION EVALUATION FORMS

### Form A-1 General Information

*All individual firms and each partner of a joint venture must complete the information in this form*

1.	Name of Firm	
2.	Head Office Address	
3.	Local Office Address (if any)	
4.	Telephone	Contact
5.	Facsimile	e-mail
6.	Place of Incorporation / Registration	Year of Incorporation / Registration

### NATIONALITY OF OWNERS

	NAME	NATIONALITY
	1.	
	2.	
	3.	
	4.	





**Form A-2**

**General Experience Record (Annual Turnover Data)**

Name of Bidder or partner of a joint venture
--

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the bidder (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past three years.

*Use a separate sheet for each partner of a joint venture*

Annual turnover data (construction only) for the past three years.		
S.No. Year	Turnover	Pak Rs. Millions
1.		
2.		
3.		

**Note: Audited financial statements for the last 3 years should be attached.**



**Form A-3**  
**Joint Venture Summary**

A copy of the joint venture agreement duly Registered in sub-registrar office /attested by the notary public must be attached.

<b>Names of all partners of a joint venture</b>
1. Lead Partner
2. Partner

Total value of annual construction turnover, in terms of work billed to clients.

<b>Annual turnover data (construction only: Pak Rupees, Million)</b>			
<b>Partner</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
1. Lead Partner			
2. Partner			
<b>Total</b>			

**Note: Audited financial statements for the last 3 years should be attached for lead partner and all partners.**

**Form A-4**  
**Particular Experience Record**

Name of Bidder or partner of a joint venture

On a separate page, using the format of Form A-5, each applicant or partner of a Joint Venture is required to list all contracts of a value equivalent of a similar nature and complexity to the contract, undertaken during the last eight years. The information is to be summarized, using Form A-5, for each contract completed by the bidder or by each partner of a Joint Venture.

**Note: Substantial completion certificates / taking over certificate / defect liability certificate should be attached for each completed project during the last 8 years.**



**Form A-5**

**Details of Contracts of similar Nature and complexity**

Name of Bidder or partner of a joint venture
--

Use a separate sheet for each contract. Reference for satisfactory completion should be attached.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Employer	
3.	Employer address	
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify	
5.	Contractor's role (Tick one) <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Sole contractor</span> <span>Subcontractor</span> <span>Partner in a joint venture</span> </div>	
6.	Value of the total contract at completion	
7.	Equivalent in Pak/Rs.	
8.	Date of Award	
9.	Date of completion	
10.	Contract Duration (years and months) ..... Years ..... Months	
11.	Constructions scope details and Specified Requirements 1	

*1 Insert any specific Criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete, laying of water supply and sewer, asphalt concrete etc*

**Note: Substantial completion certificates / taking over certificate / defect liability certificate should be attached for each completed project during the last 8 years**



**Form A-6**

**Summary of Current Contract Commitments/Works in Progress**

Name of Bidder or partner of a joint venture
--

*Bidder and each partner to a joint venture should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which a substantial completion/ taking over certificate is yet to be issued.*

Name of Contract	Value of outstanding work Pak Rs. (Million)	Estimated date / Completion date
1.		
2.		
3.		
4.		
5.		
6.		



**Form A-7**  
**Personnel Capabilities**

Name of Bidder
----------------

*For specific positions essential to contract implementation, bidder should provide the names of candidates (along with their Bio-Data) qualified to meet the specified requirements stated for each position. The data on their experience should be supplied in separate sheets using one Form for each candidate. (Form A-8).*

1	Title of Position
	Name of Candidate
2	Title of Position
	Name of Candidate

**Note: PEC registration of the Engineers and Degrees/Diploma Certificates for other staff should be provided.**





### Form A-9 Equipment Capabilities

Name of Bidder or partner of a joint venture
--

*The Bidder shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the qualification criteria. A separate form shall be prepared for each item of equipment.*

Item of equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <div style="display: flex; justify-content: space-around; font-size: small;"> <span>Owned</span> <span>Rented</span> <span>Leased</span> </div>	

Omit the following information for equipment owned by the bidder or partner.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Facsimile	e-mail
	Agreements	
	Details of rental / lease arrangement specific to the Project	





**Form A-10**  
**Financial Capability**

Name of Bidder or partner of a joint venture
--

*Bidder, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the qualification criteria. Each bidder or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets for 3 years should be attached.*

<b>Banker</b>	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Facsimile	e-mail	

*Summarize actual assets and liabilities in Pak Rupees for the previous three years, based upon known commitments, projected assets and liabilities in Pak Rupees projected for the next two years.*

Financial information in Pak. Rs. Or equivalent	Actual previous three years			Projected next Two years	
	1.	2.	3.	4.	5.
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Profits before taxes					
6. Profits after taxes					

*Specify proposed sources of financing (Bank Credit Line) to meet the cash flow demands of the Work, net of current commitments.*

Source of financing (Bank Name)	Credit Line Amount (in Pak Rs.)
1.	
2.	

***Attach audited financial statements for the last three years and Bank's current letter for Credit Line (for the individual bidder or each partner of a joint venture).***



**Form A-12**  
**Additional Information**

Name of Bidder or partner of a joint venture
--

**Additional Information**

- a) An affidavit to the effect that the Bidder has never been black-listed by the PEC, PPRA, SPPRA, Government /Semi government or any autonomous body.
- b) An affidavit to the effect that all documents / particulars / information given for qualification are true. The Procuring agency shall disqualify a contractor if it finds, at anytime, that the information submitted by him concerning his qualification as contractor was false and materially inaccurate or incomplete.
- c) An affidavit to the effect that the Applicant has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.
- d) An affidavit to the effect that the firm is not presently involved nor has been in the past in litigation with the Employer. Should this be otherwise the Applicant must provide such details in form A-11 "Litigation History".



## **FORMS**

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

**BS-1**

**BID SECURITY  
(Bank Guarantee)**

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

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

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

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

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

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

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

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

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

- (1) that the Bid Security shall remain in force up to and including the date 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 therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within 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.



**BS-2**

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

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

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

SURETY (Bank)

WITNESS:

Signature \_\_\_\_\_

1.\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.\_\_\_\_

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



PS-1

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee/Insurance Bond)**

Guarantee No. \_\_\_\_\_  
 Executed on \_\_\_\_\_  
 Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

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

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

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

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



**PS-2**

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

<p>Witness:</p> <p>1. _____</p>  <p>_____</p> <p>Corporate Secretary (Seal)</p>  <p>2. _____</p>  <p>_____</p> <p>Name, Title &amp; Address</p>	<p>_____</p> <p>Guarantor (Bank)</p>  <p>Signature _____</p>  <p>Name _____</p> <p>Title _____</p>  <p>_____</p> <p>Corporate Guarantor (Seal)</p>
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CA-1

### FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

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



**CA-2**

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

Signature of the Contactor

Signature of Employer

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

**MG-1****MOBILIZATION ADVANCE GUARANTEE/BOND**

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

WHEREAS \_\_\_\_\_ (hereinafter called the 'Employer') has entered into a Contract for  
 \_\_\_\_\_  
 (Particulars of Contract)  
 with \_\_\_\_\_ (hereinafter called the "Contractor").

AND WHEREAS, the Employer has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_) which amount shall be advanced to the Contractor as per provisions of the Contract.

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

AND WHEREAS, \_\_\_\_\_  
 (Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)  
 (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in fulfilment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Employer for payment not exceeding the aforementioned amount.

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until \_\_\_\_\_ whichever is earlier.  
 (Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees \_\_\_\_\_ (Rs \_\_\_\_\_).

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.



**MG-2**

GUARANTOR

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

WITNESS

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

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

2. \_\_\_\_\_ (Name Title & Address)  
Corporate Guarantor (Seal)



IB-1

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

(ON RS.40 NONJUDICIAL STAMP PAPER)

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

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

\_\_\_\_\_ till consumption of the material is as under:-

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

**THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:**

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

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

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

I/We \_\_\_\_\_ do hereby also declare that in the event of my/our infringement of the declaration made above \_\_\_\_\_ will be entitled to forfeit all such



material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of

\_\_\_\_\_ under the contract Agreement signed with us or otherwise available under law.

Place \_\_\_\_\_ Dated \_\_\_\_\_

Contractor \_\_\_\_\_



# CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

## Part-I – General Conditions of Contract

The General Conditions of Contract (Part-I) shall be the FIDIC “Conditions of the Contract for Works of Civil Construction, Part-I 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 INTERNATIONALE DES INGENIEURS-CONSEILS” (FIDIC), P.O. BOX 86, CH 1000 Lausanne, 12-Chailly, SWITZERLAND. Tel +41-21-6544411, Fax + 41-21-6535432, Email: [fidic@pobox.com](mailto:fidic@pobox.com), Web: <http://www.fidic.org>

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.

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



## PART II - PARTICULAR CONDITIONS OF CONTRACT

### DEFINITIONS & INTERPRETATION

#### 1.1 Definitions

(a) (i) The Project Director, M/o FE&PT

(a)(iv) The Engineer is Project Director, PMU, M/O FE & PT Islamabad or any person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/ recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

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

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

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:

(b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

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

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

### ENGINEER & ENGINEER'S REPRESENTATIVE

#### 2.1 Engineer's Duties and Authority

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

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

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 "Subcontracting".
- (ii) Certifying additional cost under clause 6.
- (iii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".





- (iv) Any action under Clause 10 “Performance Security” and Clauses 21, 23, 24 & 25 “Insurance” of sorts.
- (v) Certifying additional cost under clause 12, 20 & 27
- (vi) Any action under Clause 40 “Suspension”.
- (vii) Certifying additional cost under clause 42
- (viii) Any action under Clause 44 “Extension of Time for Completion”.
- (ix) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (x) Issuance of “Taking Over Certificate” under Clause 48.
- (xi) 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.
- (xii) Fixing rates or prices under Clause 52.
- (xiii) Extra payment as a result of Contractor’s claims under Clause 53.
- (xiv) Issuing Instructions under clause 58
- (xv) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xvi) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xvii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xviii) Certifying additional cost under clause 65, 69.

\* (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.)

The following Sub-Clauses 2.7 and 2.8 are added:

## **2.7 Engineer Not Liable**

Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of



materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Sub-Contractor, any of their representatives or employees or any other person performing any portion of the Works.

## **2.8 Replacement of the Engineer**

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

## **ASSIGNMENT AND SUB-CONTRACTING**

The following sub-clauses 4.3 & 4.4 are added:

### **4.3 Approval of Sub-Contractors List**

Where a list of Sub-Contractors is provided by the Contractor under Appendix I to Tender, the Sub-Contractors in that list shall be subject to the prior approval of the Employer & acceptance of Bid does not imply approval of Sub-Contractors list. The extent & nature of the works to be Sub-contracted shall be subject to the approval of the Employer.

The Contractors are permitted to employ Sub-Contractor not more than 30% of their Contract work. In case of violation of this rule, punitive action not excluding termination of Contract is liable to be taken against the defaulters.

### **4.4 Inter Disputes of Contractor & Sub-Contractor**

In the event a dispute of whatever nature arises between the Contractor & his Sub-Contractor, the Contractor shall indemnify the Employer & the Engineer against such inter-disputes, resulting litigations & shall not nominate Employer or The Engineer as “Respondents” or “Witnesses” in the Court of Law in the process of these litigations.

Affidavits to this effect shall be submitted by all the Sub-Contractors through the Contractor as a pre-requisite for approval of a Sub-Contractor under clause 4.3 as per Appendix I.

## **CONTRACT DOCUMENTS**

### **5.1 Language(s) and Law**

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



## **5.2 Priority of Contract Documents**

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

- 1) The Contract Agreement;
- 2) The Letter of Acceptance;
- 3) The ADDENDA (if any)
- 4) The Instructions to Bidders
- 5) The completed Form of Bid;
- 6) The Particular Conditions of Contract - Part II;
- 7) Special Stipulations (Appendix-A to Bid);
- 8) The General Conditions - Part I;
- 9) The priced Bill of Quantities (Appendix-D to Bid);
- 10) The completed Appendices to Bid (B, C, E to M);
- 11) The Specifications including Special Provisions
- 12) 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.

## **6.3 Disruption of Progress**

The first line is substituted as under:-

The Contractor shall give notice to the Engineer, whenever planning or execution.

## **6.4 Delays & Cost of Delay of Drawings**

The text is deleted & substituted with the following:-

The Engineer will make all efforts for issuance of the required drawings & instructions to the Contractor within a reasonable time on receipt of requests from him. The Contractor shall not be allowed extension of time & any additional costs on this account.

The following Sub-Clauses 6.6 and 6.7 are added:

## **6.6 Shop Drawings**

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

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



## **6.7 As-Built Drawings**

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings alongwith soft copies in Autocad formation amended to conform with the Works As Built. The price of such Drawings shall be deemed to be included in the Contract Price.

### **GENERAL OBLIGATIONS**

## **8.1 Contractor's General Responsibilities**

Add the following sentence at the end of clause 8.1:

"The Contractor shall promptly inform the Employer & the Engineer of any error, omission, fault & other defect in the design including coordinates of permanent references monuments & levels of permanent bench marks or specifications for the Works which are discovered when reviewing the Contract Documents or in the process of execution of the Works."

Add the following sub-clause 8.3 & 8.4

## **8.3 Temporary Works**

Sufficient details, drawing & calculations pertaining to Temporary Works to demonstrate the adequacy of the Temporary Works shall be submitted by the Contractor not less than fourteen (14) days before the work or the erection of any Temporary Works commences on the Site.

## **8.4 Specialists Suppliers & Sub-Contractors**

Where the works required the incorporation of proprietary articles manufactured by the specialist suppliers or portions of the work involving design or specification matters to be carried out by the specialist Sub-Contractors, the Contractor shall be fully responsible to the outcome in the use of such proprietary articles & for such design & specification executed by the specialist Sub-Contractors.

## **9.1 Contract Agreement**

Delete the text given in part-I & substitute as follows:

The Contractor, shall within seven (7) days of furnishing of acceptable Performance Security, execute a Contract Agreement to be prepared & completed, in the form Annexed to the Bidding Documents with such modifications as may be acceptable to both parties.

The Contractor shall provide seven (7) copies of the signed Contract Documents to the Employer in proper book form which shall be enclosed with the Performance Guarantee, Insurance Policies/Bonds & other Bond/Guarantee/Securities prepared & completed at the cost of the Contractor.



### **10.1 Performance Security**

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall be in the form of either (a) unconditional bank guarantee from any Scheduled Bank in Pakistan or (b) an Insurance Guarantee from a Company having at least AA rating from PACRA / JCR or (c) Bank Guarantee from a Bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan & acceptable to the Employer. The Guarantee shall be irrevocable, non-recourse & in the format acceptable to the Employer.

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

The following Sub-Clause 10.4 is added:

### **10.2 Period of Validity of Performance Security**

In line 5, change "14 days" to "84 days".

### **10.4 Performance Security Binding on Variations and Changes**

The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

Without limitation to the provisions of the preceding paragraph, whenever the Engineer determines an addition to the Contract Price as result of a change in cost and/or legislation or as a result of variation amounting to more than 25 percent of the Contract Price, the Contractor, at the Engineer's written request, shall promptly increase the value of the Performance Security by an equal percentage in accordance with the provisions of Sub-Clause 10.1.

### **11.1 Inspection of Site**

Add the following paragraph at the end of the clause:

Wherever an option is made available to the Contractor in respect of any data provided to the Contractor by the Employer, the Contractor shall be solely responsible for ascertaining the correctness of such opinion & the Employer shall in no manner be liable in this behalf.

In particular & without limiting the generality of the aforesaid, the Contractor shall not rely upon such opinion or interpretation for any claim with respect to additional time or cost under the Contract.



## 12.2 Adverse Physical Obstructions or Conditions

Add “/ or” in the end of the text appearing under (a) after the word “and”

Add “determined under Sub-Clause 53.5 2 after the words “Contract Price” appearing in the end of para 1 of text under (b).

## 14.1 Programme to be Submitted

The programme shall be submitted within 07 days from the date of receipt of Letter of Acceptance to the Contractor. This programme shall identify & highlight those activities, which are on the critical path. The programme shall be assessed/revised at one (1) month interval & should include a chart of the principal activities of the Work forecast for monthly executions & an updated schedule of the payments to be made by the Employer to the contractor. This programme of Works as scheduled shall form basis of Liquidated Damages pursuant to Clause 47.1 & Clause 47.4 of COC Part-II.

Following deliverables are mandatory to be furnished with clause 14 program for original & revised programs;

- a. Summary of Clause 14 program for the entire project showing the general critical path
- b. Detailed breakdown of each/every section/block (if the project is divided into various sections/blocks for the ease of execution) under Clause 14 program showing the critical path for that specific section/block.
- c. Estimated cash flows for the next three months at least justifying the requirements of Clause 14 program
- d. Detailed charts/graphs showing the resource allocation of plant & equipment/machinery committed by the Contractor under the Contract & physically operational at the Site.
- e. Detailed charts/graphs showing human resource allocation committed by the Contractor & physically present at the Site.

In addition, cash flow estimates shall be supported with inputs of over draft organized with financial institutions at various stages of the project to meet the funding requirements of the project. The Contractor shall supply & maintain at his site office for his & Engineer/Employer use a licensed copy of the project management computer software package namely Prima Vera or equivalent as used by the contractor for programming to monitoring the progress. It shall be supplied complete with manuals & technical training & support for the duration of the Contract as per requirements assessed by the Engineer.

In order to assist the Employer’s Project Management Team, the Contractor shall be required to submit at two (2) week’s intervals data on the cost & quantities & other data relevant to the monitoring of progress according to a particular format suitable for computer processing.

The Clause 14 is to clarify the procurement actions to be linked up for financial



backup with mobilization advance for clarity. This needs procurement action to be included which have to be supportive with draw downs from the mobilization advance, which shall be in the form of computerized Critical Path Method (CPM) in accordance with special provision SP-4 Vol. III of the Bidding Documents.

#### **14.2 Revised Programme**

Add the following paragraph at the end:

The revised programme, in accordance with the Contract, shall be submitted by the Contractor within seven (7) days from the expiry of the preceding submission. The Contractor shall pay a penalty of Rs. 5000/- (Rupees Five Thousand) for each day of delay in the submission of said revised programme. The Engineer may recommend to the Employer to recover such amount from any payment due to the Contractor under the Contract.

#### **14.3 Cash Flow Estimate to be Submitted**

Add the following paragraph at the end:

The cash flow estimate submitted with Tender shall be revised each time the construction programme is revised & submitted under either sub-clause 14.1 or Sub-clause 14.2.

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

The following Sub-Clause 14.5 is added:

#### **14.5 Detailed Programme and Monthly Progress Report**

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
- (1) Execution of Works;
  - (2) Labour Employment;
  - (3) Local Material Procurement;
  - (4) Material Imports, if any; and
  - (5) 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, 10 copies each of Monthly Progress Reports covering:
- (1) A Construction Schedule indicating the monthly progress in percentage;
  - (2) Description of all work carried out since the last report;
  - (3) Description of the work planned for the next 30 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
  - (4) Monthly summary of daily job record;
  - (5) Colored Photographs to illustrate progress; and
  - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.



The submission of the progress reports shall be condition precedent to the certification of Contractor's payments by the Engineer. This monthly progress report will also provide colored photographs (10 copies of each print) keeping following point in view:

- Taken before & after construction of work
- Some taken from a fixed camera position for ease in monitoring
- Some photographs to illustrate a problem or a new activity to be started

It is essential that all prints are marked on the back indicating the job, feature shown, date taken & any other references.

- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress of activities performed with detail quantities, 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.

The following Sub-Clauses 15.2 and 15.3 are added:

#### **15.2 Language Ability of Contractor's Representative**

The Contractor's authorised 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.

All Key Staff (Project Manager, Sectional Managers, Contract Engineer, Planning Engineer & Material Engineers) & their replacements shall be approved by the Employer before deployment. The approval by the Employer of Contractor's key staff shall not in any way relieve the Contractor of his duties & responsibilities under the Contract.

#### **15.3 Contractor's Representative**

The Contractor's authorised representative and his other professional Engineers working at Site shall register themselves with the Pakistan Engineering Council.

The Contractor's authorised representative at Site shall be authorised 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:

#### **16.3 Language Ability of Superintending Staff of Contractor**

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

#### **16.4 Employment of Local Personnel**

The Contractor is encouraged, to the extent practicable and reasonable, to employ





staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

### **19.1 Safety, Security & Protection of The Environment**

Add new paragraphs (d), (e) & (f) as follows:

- (d) The Contractor shall exercise care to protect the natural landscape & 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 permanent works, approved temporary works & for excavation operations. All trees & native vegetation shall be preserved & shall be protected from the damage which may be caused by the Contractor's construction operations & equipment. On completion of the works, all work areas shall be levelled & graded in a manner to conform 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 Contractor's expense.
- (e) Borrow area shall be located & operated so as not to detract from the future usefulness or value of Sites. Upon completion of operations, borrow areas shall be left in a safe & acceptable conditions. No borrow areas shall be located within 25 km from the project area.
- (f) During the performance of the work required under the Contract, the Contractor shall carryout proper & efficient measures as often as necessary to reduce the dust nuisance, & to prevent dust originating from his operations.

### **19.3 Safety Precautions**

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

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

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

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



## 20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
- (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
  - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or 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 Sub-Contractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced Contractor:
- (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
    - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - (b) insure against.

## 21.1 Insurance of Works & Contractor's Equipment

In the first line of Sub-Clause 21.1 add "prior to Commencement of the Works" after "the Contractor shall" & add "in the joint names" after "insure" in second line.

After paragraph (c), add new paragraph (d) as follows:

- (d) Such insurance shall provide for compensation to be payable in the types and proportions of currencies needed to cover the loss or damage incurred.

## 21.2 Scope of Cover

Delete "and" and insert comma between (a) & (b) and add "and (c)" after (b) in the



first line Para (a) of sub-clause 21.2 is amended by deletion of “from the start of work at the Site & substituting therefore by “from the first working day after the Commencement Date”

#### **21.4 Exclusions**

The text is deleted in its entirety and substituted with the following:

There shall be no exclusion for the insurances in Sub-Clause 21.1 to exclude loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) to (c).

The following Sub-Clause 21.5 is added:

#### **21.5 Insurance of Works during DLP**

The following new sub-clause is added:

1. The Contractor shall, without limiting his or the Employer’s obligations & responsibilities under clause 20, insure:
  - a. The Works, to the full replacement cost
  - b. An additional sum of 15% of such replacement cost
2. The insurance in paragraph (a) above shall be in the joint names of the Contractor & the Employer & shall cover:
  - a. The Employer & the Contractor shall against all the loss or damage from whatsoever cause arising with the following exclusions:
    - i. As provided in sub-clause 21.4
    - ii. Wear & tear, gradual deterioration, expansion or Contraction due to changes of temperature
  - b. Such insurance shall commence from effective date of substantial completion of the Works. The insurance shall expire on the expiration of the defect liability period.
3. The Bid rates shall be deemed to have included all such obligations required under this sub-clause & no separate payment shall be made to the Contractor for such insurance.

#### **25.5 Insurance Company**

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with National Insurance Companies of Pakistan and acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

#### **27.1 Fossils**

Add “/or” in the end of the text appearing under (a) after the word “and”



Add “determined under sub-clause 53.5” after the words “Contract Price” appearing in the end of first line of text under (b)

### **30.3 Transport of Material or Plant**

Delete the whole text of this sub-clause & substitute as follows:

If, notwithstanding sub-clause 30.1 any damage occurs to any building, services, culverts, bridge or road communicating with or on the routes of the Site arising from the transport of materials or plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. The Employer shall not be liable for any costs, charges or expenses in respect of any damage occurring to any building, services, culverts, bridge or road arising from the transport of material or plant by the Contractor. The Contractor shall keep indemnified the Employer against all such claims. The Contractor shall negotiate the settlement of claim with the authority & pay all sums due in respect of all such claims, proceedings, damages, costs charges & expenses.

The Contractor shall notify the Engineer & Employer about the negotiations, in respect of settlement of claims. In case of failure in payment of claimed amount by the Contractor, the Employer shall recover the amount of such claim from the Contractor by making deductions from any monies due or to become due to the Contractor & shall notify the Contractor accordingly.

### **30.5 Extraordinary Traffic**

Nothing contained above shall excuse the Contractor or any of his Sub-Contractor(s) from complying with state laws regulating traffic on city roads, highways & bridges.

The following sub-clauses 31.3 is added

### **31.3 Co-operation with other Contractors**

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

## **LABOUR**

The following Sub-Clauses 34.2 to 34.18 are added:

### **34.2 Rates of Wages and Conditions of Labour**

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



Contractor is engaged are similar.

### **34.3 Employment of Persons in the Service of Others**

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

### **34.4 Housing for Labour**

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

### **34.5 Health and Safety**

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

### **34.6 Epidemics**

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

### **34.7 Supply of Water**

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

### **34.8 Alcoholic Liquor or Drugs**

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

### **34.9 Arms and Ammunition**

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

### **34.10 Festivals and Religious Customs**



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

#### **34.11 Disorderly Conduct**

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

#### **34.12 Compliance by Subcontractors**

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

#### **34.13 Repatriation of Labour**

The Contractor shall be responsible for the return to the place of recruiting or domicile of all services recruited & employed for the purposes of in connection with the Copies & shall maintain suitable accommodation & amenities for such persons until they have left the Site.

#### **34.14 Accident Prevention Officer**

The Contractor shall have on his staff at the Site an officer dealing only with questions regarding the safety & protection against accidents of all staff & labour. This officer shall be qualified for this work & shall have the authority to issue instructions & shall take protective measures to prevent accidents.

#### **34.15 Measures Against Insect & Pest Nuisance**

The Contractor shall at all times take the necessary precautions to protect all staff & labour employed on the Site from insect nuisance, rats & other pests & reduce the dangers to health & the general nuisance occasioned by the same. The Contractor shall provide his staff & labour with suitable prophylactics for the prevention of malaria & take steps to prevent formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects & shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site.

#### **34.16 Supply of Foodstuffs**

The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for all his staff & labour, or his Sub-Contractors for the purposes of or in connection with the Contract.

#### **34.17 First Aid Facilities**

The Contractor shall provide & maintain adequate First Aid facilities convenient to the Site to the approval of the Engineer.

#### **34.18 Dangerous Materials**

The Contractor & his Sub-Contractors shall convey, store & make use of all explosives, dangerous petroleum, acetylene, carbide of calcium & other similar



material provided by them for use in or on the Works in strict accordance with the provision of all laws, orders & regulations that are in force at the Site or may be issued from time to time by the Government.

The following Sub-Clauses 35.2 and 35.3 are added:

### **35.2 Records of Safety and Health**

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

### **35.3 Reporting of Accidents**

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

## **MATERIALS, PLANT & WORKMANSHIP**

### **36.5 Engineer's Determination where Test not provided for**

Add "/ or" in the end of the text appearing under (a) after the word "and"

Add "determined under sub clause 53.5" after the words "Contract Price" appearing in the end of first line of text under (b).

The following Sub-Clause 36.6 is added:

### **36.6 Use of Pakistani Materials and Services**

The Contractor shall , so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard & acceptable to the Engineer & the Employer. Proper Material testing as acceptable to the Engineer/Engineer's Representative shall be carried out for material preferably from UET Taxila or otherwise as indicated and required.

## **SUSPENSION**

### **40.2 Engineer's Determination Following Suspension**

Add "/ or" in the end of the text appearing under (a) after the word "and"

Add "determined under sub-clause 53.5" after the words "Contract Price" appearing in the first line of text under (b).

## **COMMENCEMENT & DELAYS**

### **41.1 Commencement of Works**

The text is deleted and substituted with the following:



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

#### **42.2 Failure to give Possession**

Add “/ or” in the end of the text appearing under (a) after the word “and”

Add “determined under Sub clause 53.5” after the words “Contract Price” appearing in the end of first line of text under (b).

The following sub-clause 45.2 is added:

#### **45.2 Overtime Working**

Working hours shall be observed by the Contractor as stipulated in the Labour Laws of Pakistan. However, when deemed necessary to expedite the Works, overtime, night time or holiday working may be allowed by the Engineer upon the Contractor’s request. The Contractor in these cases shall pay all the costs of Engineer & his staff for such overtime, night time & holiday working at Site.

#### **48.2 Taking Over of Sections or Parts**

For the purposes of para (a) of this Sub-Clause, separate Times for Completion shall be provided in the Appendix-A to Bid “Special Stipulations”.

The following Sub-clauses 48.5 is added:

#### **48.5 Completion Inspection**

For the purposes of Sub-clause 48.1, 48.2 & 48.3, Tests on completion shall be deemed to include a joint inspection of the substantially completed Works by the Employer’s Representative, Engineer/Engineer’s Representative & the Contractor & such other Tests proposed by the Engineer.

The Engineer in pursuance of the inspection recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned under Clause 48.1 shall recommend to the Employer for the issuance of the Taking Over Certificate.

### **DEFECTS LIABILITY**

#### **49.2 Completion of Outstanding Works & Remedying Defects**

Item (a) Line 2: After “as soon as practicable after such date” add “but not later than 90 days.”

The following sub clauses 49.5, 49.6, 49.7 & 49.8 are added:

#### **49.5 Final Hand Over**

At the end of the Defects Liability Period or the extended period, if any, stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of the final hand-over committee in the same manner as stated in clause





48 of the Conditions of Contracts for the Taking Over Certificate and announce the same to the Contractor. The committee, after investigation of the Works, if satisfied that there are no deficiencies or defects due to the work of the Contractor, shall certify the final hand over & the Engineer will then issue "Defects Liability Certificate" in accordance with clause-62 hereof.

#### **49.6 Making Good Damages to Services, Earth-faces, etc.**

The Contractor shall make good, at his own cost, all damages to telephone, telegraph & electric cables or wires, sewers, water or other pipes except where the authority, Employer or private party owning or responsible for the same elects to make good the damages.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds, etc. where disturbed by the Works (other than where specifically ordered by the Engineer shall be repaired by the Contractor or the authorities concerned, at the Contractor's expense. All such making good shall be to the satisfaction of the Engineer.

#### **49.7 Maintenance & Defects Liability Period**

The Defects Liability Period for the Works as provided in Sub-clause 49.1 shall be 365 days from the date of completion of the Works certified by the Engineer in the Taking Over Certificate. The Contractor shall be responsible to make rectification of the items on the punch list issued by the Engineer & as otherwise required under the Contract without any cost to the Employer within this period. Maintenance shall mean the process of sustaining the level of physical quality of the project as per originally established criteria, usually involving a programme of inspection, clearing & repair activities by the Contractor at his own cost.

Maintenance period shall be 180 days from the date of Completion of the Works certified by the Engineer in the Taking Over Certificate.

The Contractor during this maintenance period shall perform the following services:

- i. The Contractor will be responsible for the regular inspection of the Works, remove & prepare an inventory of any defects developing and/or to be attended regularly.
- ii. The Contractor shall maintain an inventory of the equipment, tools & materials used or to be used during the maintenance period.
- iii. The Contractor shall also maintain an inventory of any defects located or being developed during hazards, accident or natural calamity during this maintenance period.
- iv. The Employer/Engineer will inspect the maintenance standards once in every three months & prepare a punch list jointly with the Contractor for proper upkeep & maintenance. The Contractor will attend to this punch list promptly & complete the same before the next inspection period & report the same to the concerned Project Authorities.
- v. The Contractor shall be responsible for the maintenance, detailed inspection at regular intervals for each item but not limited to the following:



Inspection of structure, finishes, services, equipment, fixture, fittings, landscaping, pavement etc. etc. & rectification of all types of defects developed thereto, including but not limited to cracks, ruts, settlement. etc.

#### **49.8 Extension of Defect Liability**

The Employer shall be entitled to an extension of the Defect Liability Period for the Works or a section on account of failure of the Contractor to rectify a defect or damage.

#### **ALTERATIONS, ADDITIONS & OMISSIONS**

#### **51.2 Instructions for Variations**

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

#### **52.1 Valuation of Variations**

The text is deleted & substituted with the following:

All variations referred to in clause 51 & any additions in writing to the Contract price which are required to be determined in accordance with clause 52 (for the purposes of this clause referred to as "varied work") shall be valued at the rates & prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable.

The quantities given in the Contract are estimated & may vary during the execution of the project. The rates entered in the Priced Bill of Quantities in the Contract will be fixed & applicable to all quantities (both increased or decreased) as may result during the execution of the project. No revision of rates shall be permissible for any variation in quantities, except for such work which has not been included in the priced Bill of Quantities or not already shown in the drawings.

If the Contract does not contain any rates or prices applicable to the varied work, the rates & prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer & the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall 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 fix such rates or prices as are, in his opinion, appropriate & shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with clause 60.

#### **52.2 Power of Engineer to Fix Rates**

The text is deleted & substituted with the following.

The rate entered in the priced Bill of Quantities will not be changed due to any increase/decrease in quantities. However, the Engineer may fix new rates for any work to be executed by the Contractor under this Contract as a result of written instructions given by the Engineer, provided that such items of work are not included in the priced Bill of Quantities or are not shown in the drawings.



After due consultation by the Engineer with the Employer & the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate & shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with clause 60.

Provided also that no varied work instructed to be done by the Engineer pursuant to clause 51 shall be valued under sub-clause 52.1 or under this sub-clause unless, within 14 days of the date of such instruction & other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:-

- a) By the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price, or
- b) By the Engineer to the Contractor of his intention to vary a rate or price.

### **PROCEDURE FOR CLAIMS**

#### **53.3 Substantiation of Claims**

Add "and approved by the Employer" in the first line after the word "Engineer".

Add "but not more than 28 days" in the end of sixth line after the word "require"

Delete the text "if required by the Engineer so to do" appearing in the second & third last lines.

#### **53.4 Failure to Comply**

This Sub-Clause is deleted in its entirety & insert the following:-

The Contractor shall not be entitled for the claim (s) if the Contractor fails to comply with the requirements or any of the request of Sub-clauses 53.1, 53.2 & 53.3 within the time period stipulated therein and/ or fails in keeping and producing necessary records whenever demanded by the Engineer.

#### **53.5 Payment of Claims**

Add the following text in the beginning of this sub-clause:

"within 28 days after receiving a claim & any further particulars supporting a previous claim, the Engineer shall respond with approval or with disapproval & detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim till such time with a copy to the Engineer."

Add the following text at the end of this sub-clause:

"but later than forty two (42) days after receiving the claim & the supporting particulars as per sub-clause 53.3".



## **CONTRACTOR'S EQUIPMENT, TEMPORARY WORKS & MATERIALS**

### **54.1 Contractor's Equipment**

Add the following paragraph at the end of the clause:

"The Contractor shall forward to the Engineer at the end of each month returns showing the constructional plant, materials etc. on Site, in a form prescribed by the Engineer."

### **54.3 Customs Clearance**

This Sub-Clause is deleted in its entirety & insert the following:

"The Contractor shall make his own arrangement for custom clearance of equipment, materials & other things required for the Works."

### **54.5 Conditions of Hire of Contractor's Equipment**

The following paragraph is added:

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

## **MEASUREMENT**

### **55.2 Omission of Quantities**

Items of the Works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates & prices in the Contract & will not be paid for separately by the Employer.

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 & prices entered for the related items of Works.

### **57.1 Method of Measurement**

Add the following:

The Measurement of the Works shall be performed on the basis of the construction drawings & specifications. If these measurements exceed in the measurements indicated in the construction drawings & specifications except those directed by the Engineer, such excess shall be on the account of the Contractor & he shall not be entitled to any compensation thereof. But if they are less than the measurement indicated in the specifications and drawings then the Works actually executed shall be measured, provided they are technically acceptable & there is no provision to the contrary in any other part of the Contract Documents. All work completed under the Contract shall be measured according to the metric system for all times, unless



otherwise provide herein or in the Special Provisions.

Quantities of materials wasted or disposed off in a manner not called for under the Contract or rejected loads of materials, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the provisions of the Contract or material not unloaded from the transporting vehicle, or material placed outside of the lines indicated on the drawings as established by the Engineer, or material remaining on hand after completion of the work will not be paid for and such material should be disposed off by the Contractor at his own expense. No compensation will be allowed for hauling rejected materials. The Works shall be measured net notwithstanding any general or local custom except where otherwise specifically described in the Contract.”

The following sub-clause 57.3 is added:

### **57.3 Record of Measurement/Copies Of Payment Certificate**

The Contractor will supply to the Engineer’s representative six (6) copies of the abstract of Contractor’s Certificate of payment every month along with two copies of detailed measurements, quality control tests & cross sections with calculations and any other document or information which form the basis of payment and/or required by the Engineer/Engineer’s Representative for checking & certification of the claimed payment.

## **NOMINATED SUB-CONTRACTORS**

The following Sub-Clauses 59.4 & 59.5 are added:

### **59.4 Payments to Nominated Subcontractors**

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].

### **59.5 Certification of Payments to Nominated Sub-Contractors**

Delete the entire text & substitute.

Before issuing a Payment Certificate which includes an amount payable to a nominated Sub-Contractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Sub-Contractor 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 Sub-Contractor has been notified of the Contractor’s entitlement,

then the Employer may (at his sole discretion) pay direct to the nominated Sub-Contractor, part or all of such amounts previously certified (less applicable



deductions) as are due to the nominated Sub-Contractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Sub-Contractor was directly paid by the Employer.

## **CERTIFICATES & PAYMENT**

### **60.1 Monthly Statements**

Sub-Cause 60.1 is deleted & substituted as under:-

The Contractor shall submit a statement in Three (3) copies to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed:-

- a) The estimated Contract value of the Works in local currency executed up to the end of the month in question at unit rates & prices in the Bill of Quantities;
- b) The actual value certified by the Engineer for payment, for the Works executed upto the end of the previous month, at unit rates & prices in the BOQ;
- c) The estimated Contract value at unit rates & prices of the Works for the month in question in local currency obtained by deducting (b) from (a);
- d) The value of any variations executed upto the end of the month in question, less the amount certified by the Engineer in the previous Interim Payment Certificate, in local currency only, pursuant to clause 52;
- e) Amount approved in respect of day work executed upto the end of the month in question, less the amount for day work certified in the previous Interim Payment Certificate, in local currency only as determined from the day work schedule of the Bill of Quantities;
- f) Any amounts due under clause 53.5 in local currency;
- g) Any credit or debit for the month in question in respect of materials & plant for the permanent Works, in the relevant amount in local currency & under the conditions set forth in sub-clause 60.11;
- h) Any amount to be withheld under the retention provisions of sub-clause 60.3 determined by applying the percentage set forth in sub-clause 60.3;
- i) Deduction of advance income tax in accordance with the prevailing income tax laws of Pakistan from all payments due to the Contractor. Such deductions shall be deposited with the Govt. of Pakistan towards payment of income tax by the Contractor & a certificate to this effect shall be issued to the Contractor by the Employer;
- j) Any other sum in local currency, to which the Contractor may be entitled under the Contract;
- k) The deduction of amounts certified in all previous Payment Certificates
- l) Any amounts to be deducted as recovery for Employer's supplied materials as per the provisions of Contract

### **60.2 Monthly Payments**

Sub-Clause 60.2 is deleted & substituted as under:

The said statement shall be approved or amended by the Engineer in such a way



that in his opinion, it reflects the amount in various currencies due to the Contractor in accordance with the Contract, after deduction other than pursuant to clause 47, of any sums which may have become due and payable by the Contractor to the Employer.

In cases where there is a difference of opinion as to the value of any item, the Engineer's view shall prevail. Within 28 days of receipt of the monthly statement referred to in sub-clause 60.1, the Engineer shall determine the amounts due to the Contractor and issue a certificate herein called "Interim Payment Certificate", certifying the amounts due to the Contractor for the remaining amount of work done.

Provided that the Engineer shall not be bound to certify any payment under this sub-clause if the net amount thereof, after all retentions & deductions, would be less than the minimum amount of interim payment certificates stated in the Appendix A to Tender.

Notwithstanding the terms of this clause or any other clause of the Contract, no amount will be certified by the Engineer for payment until the performance security has been provided by the Contractor & approved by the Employer."

### **60.3 Payment of Retention Money**

Add the following after the word "Contractor" in the 2<sup>nd</sup> line of para (b):

"Subject to the condition that the accounts of work are finalized and there is no audit observation, audit Para, draft Para, advance Para etc. involving recovery from the Contractor is outstanding against this Work".

### **60.6 Final Statement**

The following paragraph is added at the end:

"If following discussion between the Engineering & the Contractor & any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute & in such case, the payment may also be made even the amount is found less than the minimum amount of IPC stated in Appendix A. The dispute shall then be settled in accordance with Clause 67. The final statement shall be agreed upon on settlement of the dispute."

### **60.8 Final Certificate**

Delete the words "other than clause 47" from para (b), line 3. The date by which "As Built" drawings & other project data on CDs is to be submitted shall be along with the final certificate submission.

### **60.9 Cessation of Employer's Liability**

Line 3: after "thereof" add "prepared in accordance with clause 53."



### **60.10 Time for Payment**

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 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor. In the event of the failure of the Employer to make payment within the times stated, the Employer may pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 and 60.12 is added:

### **60.11 Secured Advance on Materials**

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
1. The materials are in accordance with the Specifications for the Permanent Works;
  2. Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
  3. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  4. The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
  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 materials on Site shall not exceed 75 % of the  
(i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above





provisions shall be effected from the monthly payments on actual consumption basis.

### **60.12 Financial Assistance to Contractor**

Following financial assistance shall be made available to the Contractor:

#### **Mobilization Advance**

- (a) An interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance may be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from any Schedule Bank of Pakistan acceptable to the Employer.
1. First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's notice to commence, whichever is earlier; and
  2. Second part within 14 days of achieving 10% physical progress, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor and provision of the Engineer's & Employer's facilities on the project as stated in the special conditions.
- (b) This Mobilization Advance shall be recovered in four equal instalments from consequent Interim Payments or subsequent on the percentage progress of the work as calculated and verified by the Engineer.

## **REMEDIES**

### **63.1 Default of Contractor**

Add para (f) & (g) at the end as follows:

- (f) if the work is observed to be behind the clause 14.1 programmed, to which consent has been given by the Engineer, in four consecutive intervals
- (g) if the Contractor fails to mobilize at the Site in accordance with programme of Works

Delete the last paragraph of this sub-clause & substitute:

"Then the Employer may after giving fourteen (14) days notice to the Contractor, enter upon the Site & expel the Contractor there from without thereby voiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights & powers conferred on the Employer or the Engineer of the Contract, and may himself complete the work. The Employer or such other Contractor may use for such completion so much of the Contractor's equipment, plant, temporary Works and materials which have been deemed to be reserved exclusively for the execution of the Works, under the provision of the Contract, as he or they may think proper; and the Employer may, at any time, sell any of the Contractor's said equipment's, temporary Works & and unused plant & materials and apply the proceeds or sale in or towards the satisfaction of any sums due or that becomes due to him from the Contractor under the Contract"

Provided further that in addition to the action taken by the Employer against the



Contractor under this clause, the Employer may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction & Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

Add new sub-clauses 63.5, 63.6 & 63.7 as follows:

### **63.5 Failure in Mobilization**

Notwithstanding anything contained herein, failure of the Contractor to mobilize at Site in accordance with program of Works shall lead to discharge of both the parties from further performance except as to Employer's rights under this clause to encash the full amount of the bank guarantee for mobilization advance & performance security together with utilization of Insurance Policies furnished by the Contractor in respect of Contract as compensation against damages incurred upon Employer due to such failure of Contractor to mobilize at Site. The Employer shall have the further right of debarring the Contractor from participation in future Works in capital development authority up to three years and/ or to recommend Pakistan Engineering Council for blacklisting as per PEC byelaws. The application or otherwise of this sub-clause shall be at the discretion of the Employer and in case of its application sub-clause 63.2, 63.3 and 63.4 shall not apply.

### **63.6 Corrupt & Fraudulent Practices**

If in the judgement of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having fourteen 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site and the Provision of Clause 63 shall apply as if such expulsion had been made Sub-clause 63.1 of General Conditions of Contract Part-I.

For the purpose of this sub-clause:

"Corrupt Practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"Fraudulent Practice" means a misrepresentation of fact in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid prices at artificial non-competitive levels & to deprive the Employer of the benefits of free & open competition."

### **63.7 Remedy For Delays(S) By The Contractor**

In the event a delay, on the part of the Contractor, is determined by the Engineer in the commencement and/or completion of Works or any part(s) of Works, the Engineer shall issue instruction to the Contractor along with a time-based schedule of resource mobilization at Site(s). If the Contractor fails to evidence such resource mobilization at Site(s) as instructed by the Engineer, the matter shall be treated as non-compliance of the Engineer's instructions and shall be deemed as default on the part of the Contractor. In such a case, the Engineer, with the consent of the Employer, shall have the right to mobilize any other person(s) to the Site(s) at the risk & cost of the Contractor to execute such Works after notifying the Contractor.



## **SPECIAL RISKS**

### **65.2 Special Risks**

The text is deleted and substituted with the following:  
The Special Risks are the risks defined under Sub-Clause 20.4 sub paragraphs (a) (i) to (a) (v).

## **SETTLEMENT & DISPUTES**

### **67.3 Arbitration**

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

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

The following paragraph is added:  
The place of arbitration shall be Islamabad, Pakistan.

## **NOTICES**

### **68.1 Notice to Contractor**

The following paragraph is added:

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

### **68.2 Notice to Employer and Engineer**

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

a) The Employer :

Project Director, Islamabad

b) The Engineer:

The Engineer is Project Director, M/O FE & PT, 1st Floor, Pakistan Manpower Institute, Khayaban-e-Suhrwardy, G-7/1, Islamabad

### **73.1 Payment of Income Tax**

The Contractor, Sub-Contractors 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.

### **73.2 Customs Duty & Taxes**

The prices tendered by the Contractor shall include all import license fees, custom duties, excise duties, sales taxes, surcharges, business taxes, income and other



taxes that are levied according to the laws & regulations of Pakistan on the Contractor's equipment, materials and supplies (both permanent, temporary & consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the country on profits made by him in respect of the Contract.

### **73.3 Fixed Withholding Tax**

A sum in Pakistani rupees in accordance with the prevailing income tax laws of Pakistan shall be deducted from all actual payments made to the Contractor & be deposited with the Government of Pakistan towards payment of income tax by the Contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the Employer to the Contractor.

Notwithstanding such deduction of income tax at source, the Contractor shall be liable to pay the balance income tax super tax and other taxes on income or his profits arising out of the Contract & his employees on their remunerations etc. in accordance with the prevailing Income Tax laws of Pakistan.

### **74.1 Integrity Pact**

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:

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

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

### **75.1 Termination of Contract for Employer's Convenience**

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

- (a) shall proceed as provided in Sub-Clause 65.7 hereof; and
- (b) No payment shall be made for the Works involved under this sub-clause 76.3.1 to 76.3.3. The cost thereof shall be deemed to have been included in the quoted unit rate of other items of the Bills of Quantities/Engineers' Estimate & premium.

**76.1 Liability of Contractor**

The Contractor or his Sub-Contractors 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 Sub-Contractors or assigns and the labour employed by them.

**77.1 Joint and Several Liability**

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

**78.1 Details to be Confidential**

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