

**NAME OF WORK: ESTABLISHMENT OF POST
GRADUATE EDUCATION AND RESEARCH CENTER**

AT

**PIR ABDUL QADIR SHAH JILANI INSTITUTE OF MEDICAL
SCIENCES (PAQSJIMS) GAMBAT**

TENDER AND CONTRACT DOCUMENTS

VOLUME -I

CONDITIONS OF CONTRACT

CONSULTANT



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**INVITATION
FOR
BIDS**

[5]



INVITATION FOR BIDS

Date: _____
Bid Reference No.: _____

The **DIRECTOR** (the "Procuring Agency") and it is intended that part of the proceeds of the loan/grant/funds will applied to eligible payments under the contract for the "**ESTABLISHMENT OF POST GRADUATE EDUCATION AND RESEARCH CENTER AT PIR ABDUL QADIR SHAH JILANI INSTITUTE OF MEDICAL SCIENCES (PAQSJIMS) GAMBAT**"

Procuring agency invites sealed Technical and Financial Bids from Bidders.

Bidders may obtain information by acquiring the bidding documents (BD) from the Office of the **Director PAQSJIMS Gambat**.

A complete set of Bidding Document may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee (amount as mentioned in letter of invitation)

All bids must be accompanied by a bid security in the amount of **(As per NIT)**, in form Pay Order and must be delivered to the **(As per NIT)**, at or before **(As per NIT)**, on **(As per NIT)**.

Bids will be opened at **(As per NIT)**, on the same day, in the presence of bidder's representatives who choose to attend at the same address.



INSTRUCTIONS TO BIDDERS

[7]



A. GENERAL

IB.1 Scope of Bid

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

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 in various currencies towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this loan/credit will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

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

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

IB.8 Clarification of Bidding Documents

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



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

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF 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 and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Accompanying the Bid

INSTRUCTIONS TO APPLICANTS

Submission of Applications

Applications for pre-qualification [one (01) original and one (01) copy] must be received in sealed envelopes to be delivered by hand or through registered mail to **Office of the Director PAQSJIMS Gambat**, not later than **(AS PER NIT)** and be clearly marked **"ESTABLISHMENT OF POST GRADUATE EDUCATION AND RESEARCH CENTER AT PIR ABDUL QADIR SHAH JILANI INSTITUTE OF MEDICAL SCIENCES (PAQSJIMS) GAMBAT"**.

The Employer reserves the right to accept or reject the late applications. The name and mailing address of the Applicant shall be clearly marked on the envelope.

The applications shall be prepared in the English language. Information in any other language shall be accomplished by its translation in English. Employer reserves the rights for



disqualification in Pre- qualification in-case of non-compliance of the above requirement.

The Applicants must respond to all questions and provide complete information as advised in this document and as per the forms attached and any lapses to provide essential information may result in disqualification of the Applicant. All forms must be filled otherwise the bid will be disqualified.

Contract documents and other terms and conditions can be seen or downloaded from the official website of PPRA. The tender documents will be issued against submission of tender fee amounting **(As per NIT)** in the shape of Pay order from any scheduled bank of Pakistan in favor of Director PAQSJIMS Gambat till **(As per NIT)** during working hours and it should be submitted by **(As per NIT)** along with **2% Earnest Money** in favor of Director PAQSJIMS Gambat. The technical bid only will be opened on **(As per NIT)**. Tender must be submitted in sealed envelopes by hand or through registered mail, to:- The office of Director PAQSJIMS Gambat.

The procurement authority reserves the right to reject any or all the tenders / bids as per PPRA Rules 2004 (Amended upto Date).

Applicants may request written clarification about the project and the evaluation criteria on following address atleast 07 working days prior to submission of bid:

Address: Director PAQSJIMS Gambat.

EVALUATION / QUALIFICATION CRITERIA

Evaluation criteria are being given for the benefit of the procuring agency and bidder. Evaluation based on **SINGLE STAGE TWO ENVELOPE** procedure is adopted as per pprra rules 2004 amended till date. Evaluation criteria as set forth in this proposal are based on mandatory requirements and marks / score and both are adopted as the selection method while evaluating the constructors / firms. Information will be given in forms and marks will be given as per the information given in the submitted technical bid by the bidder.

Mandatory Provisions/Eligibility:

- a) Six years of experience in the similar type of works (Mandatory)
- b) Turn-Over of at least 500 M or above for the last three financial year with Audit Report & should be matched with FBR.(Mandatory).
- c) Registration with Income Tax, Sales Tax, Sindh Revenue Board SRB and Three Month Return of All (Mandatory).
- d) Registration with PEC Pakistan Engineering Council in category C-2 in the relevant field of specialization of work and with specialization in CE10, EE04,
- e) Bio data of Engineering and Technical staff working with the firm along with Attested CVs and their Income Tax Deduction showing employment with the firm (Last 6 Month).
- g) List of works in progress indicating cost of each work and copy of letter of award of work of last three years. With minimum two projects of similar nature. (Mandatory).
- h) List of Machinery and equipment available with documentary evidence of its ownership.
- i) Certificate of Bank showing credit worthiness along with Bank Statement last 02 years. (Mandatory).
- j) Must have 10% Tender bidding amount should be show in bank. (Mandatory).



- k) Method of Procurement: Single Stage Two-Envelope Procedure (must contain two separate sealed envelopes for "Technical Proposal" and "Financial Proposal" otherwise such tender will not be entertained).
- l) Financial Proposal will be opened for those firms only who qualify the mandatory requirements.
- m) Conditional tenders will summarily have rejected.
- n) Each page of the Bid Document & Profile of firm must be paginated, signed & stamped by Bidder. Contractors must include all direct and indirect taxes in their quoted bid.
- o) Any information regarding the project can be obtained from the office of the undersigned during office hours.
- p) Undertaking on Stamp paper Rs.500 that firm is not involved in any kind of litigation or unnecessary delay in completion of any work in the Government and as well as in private organizations and there is no Black Listing of the Firm. (Mandatory).
- q) JV is not allowed, Submit all details as per prescribed format/ forms of prequalification document. If any data/form is not submitted or is incomplete then the proposal shall be considered incomplete and will be rejected).
- r) In case, Government announce any public Holiday on Scheduled dates, the tender will be submitted / opened on the next working day, as per usual schedule in accordance with rule of PPRA 2004 (Amended upto date).

Evaluation Criteria based on Marks / Score.

Aggregate Qualifying Score is **75%** but it is mandatory to obtain at least **50%** in each of the following sections.

(A) Company Profile - 05 Marks

- i. Period since Firm/ Constructor is in construction business - **2.5 Marks**
 - Between 6-10 years 1.0 Marks
 - Above 10 years 2.5 Marks

(Attach first/old PEC license for reference and latest valid PEC license)
- ii. Office facilities - **2.5 Marks**
 - if office in Sindh 2.5 Marks
 - if outside Sindh 1.0 Marks

(B) Experience of the Firm / Company - 40 Marks

- (i) General Project (Buildings) of Rs.500 million or above cost in hand/completed in last 6 years (2.5 Marks for each project and attach copy of documentary evidence with date of start, date of completion, project pictures and cost of project / reasons of delay if any for each project mentioned). **10 Marks**
- (ii) Project of similar nature/magnitude (Educational sector) of Rs. 500 million or above cost in hand/completed in last 6 years (5 Marks for each project and attach with date of start, date of completion, project pictures and cost of project/reasons of delay if any for each project mentioned). **30 Marks**



(C) **Personnel Capabilities required for this project**

28 Marks

Employed Engineers must registered with Pakistan Engineering Council (PEC) and also reflected in firms PEC license, Attached Income Tax Deduction for the proposed staff of the firm (Last 6 Month) OR verified salary transaction through Bank of last 06 months of proposed Engineer who doesnot fall in taxable salary slab.

The key technical personnel required at site and factors for marking are as follows:

S.No	Description/ Minimum qualification with experience	Position	Marks Assigned	Remarks
1.	Construction Manager (01 No.) B.E. (Civil) registered with Pakistan Engineering Council (PEC) having experience of 15 years or above.		08	01 Marks for additional qualification like Masters or PHD. 01 Marks for minimum experience of 15 years. 01 Additional Marks for experience above 15 years. 02 Marks for completion of similar nature 2 projects.
2.	Contracts Engineer (01 No.) B.E. (Civil) registered with Pakistan Engineering Council (PEC) having experience of 10 years or above.		05	01 Marks for additional qualification like Masters or PHD. 01 Marks for minimum experience of 10 years. 01 Additional Marks for experience above 15 years. 02 Marks for completion of similar nature 2 projects.
3.	Project Engineer (01 No.) B.E. (Civil) registered with Pakistan Engineering Council (PEC) having experience of 07 years or above.		05	01 Marks for additional qualification like Masters or PHD. 01 Marks for minimum experience of 07 years. 01 Additional Marks for experience above 07 years. 02 Marks for completion of similar nature 2 projects.
4.	Mechanical Engineer (01 No.) B.E. (Mechanical) registered with Pakistan Engineering Council (PEC) having experience of 10 years or above.		05	01 Marks for additional qualification like Masters or PHD. 01 Marks for minimum experience of 10 years. 01 Additional Marks for experience above 15 years. 02 Marks for completion of similar nature 2 projects.
5.	Electrical Engineer (01 No.) B.E. (Electrical) registered with Pakistan Engineering Council (PEC) having experience of 10 years or above.		05	01 Marks for additional qualification like Masters or PHD. 01 Marks for minimum experience of 10 years. 01 Additional Marks for experience above 15 years. 02 Marks for completion of similar nature 2 projects.



(D) Equipment Capability**07 Marks**

- i. Critical equipment and number required for the Project shall be specified by the Procuring Agency.
- ii. High value equipment should be an option to own, lease or hire.
- iii. Total equipment available with the applicant is to be listed along with its current mobilization and on- going projects.

Details are to be provided as per the below form with documentary proof of ownership or rent (if rented), failure to do so can result in rejection of tender).

Sr.	Description	Qty.	Unit	Marks
1	Excavator (Showel / Back Hoe)	1	No.	0.5
2	Earth Moving Machinery (Grader, Bulldozer, Loader)	1	No.	0.5
3	Bobcat Loader (Mini Loader)	1	No.	0.5
4	Dumper Truck	3	Nos.	0.5
6	Tractor with Trolley	1	No.	0.5
7	Vibratory Roller 1Ton	2	Nos.	0.25
8	Plate Compactor & Frog Compactor	2	Nos.	0.25
9	Vibrator (Large Shaft / Small Shaft)	4	Nos.	0.25
10	Air Compressor (15 HP Cap.)	1	No.	0.25
11	Generator 100KVA	1	No.	0.5
12	Concrete Mixer Machine	4	Nos.	0.5
13	Steel cutting & Bending Machine	2	Nos.	0.5
14	Shuttering (Formwork) 100,000 Sq.ft	1	Set	0.5
15	Scaffolding Pipe 50,000 R.ft	1	Set	0.25
16	Total Station with Staff etc.	1	Set	0.25
17	Dewatering Pumps	2	Sets	0.25
18	Allied Construction Tools & Plants	2	Sets	0.25
19	Suzuki Van	2	Nos.	0.25
Total Marks				07

Note: The following formula is applicable to evaluation criteria based on marks/score only.

- a. If the available quantity of equipment is less than specified limit, give weight age asunder: $T = M \times (A/\text{Required Quantity})$.
- b. If the available quantity of equipment is more than the minimum equipment requirement full marks will be given.

A = Available quantity of each equipment of each Item. T
= Marks obtained.

M = Marks assigned.



(E) Financial Soundness / Status

20 Marks

For Financial Status assessment, the Applicants have to submit Income tax returns for the last three years and SRB monthly return. Further, the bidder will provide evidence from bank for verifying financial soundness of the bidder.

Working Capital available for the Project

Bank statement showing 10% Tender bidding amount in Bank account and also showing same bank statement for **this project** of any scheduled Bank of Pakistan)

- i. 10% of Tender Amount

05 Marks

Turnover for last 03 Years

Turnover of last 3 financial years (Income Tax return/ Audited Financial report)

- i. 500 Millions

3.5 Marks

- ii. Above 500 Million

7.5 Marks

Average Credit Balance of the firm:

(Attach bank letter mentioning average credit balance of the firm in last 6 months)

- i. From 50 to 90 Million

3.5 Marks

- ii. Above 90 Million

7.5 Marks



APPLICATION FORM-1

A. Company Profile

Date:-----

Contract: -----

All individual firms and each partner of a joint venture applying for post qualification are requested to complete the information in this form.

1.	Name of firm (legal): <i>(In case of Joint Venture (JV), legal name of each partner:</i>	
2.	Nature of Business: <i>(Whether the firm is a Corporation, Partnership, Trust etc.)</i> <i>(In case of Consortium; whether the Lead Consortium Member is a</i>	
3.	Head Office Address:	
4.	Telephone Fax Numbers: E-mail Address:	
5.	Place of Incorporation/Registration: Year of incorporation/registration:	
6.	Applicant's authorized representative: Telephone: Fax Numbers: E-mail Address:	
7.	NATIONALITY OF OWNERS.	
	Name:	Country:



APPLICATION FORM-2

B-(i) Projects of general nature

General Project of Rs.500 million or above cost in hand/completed in last 6 years (2.5 Marks for each project and attach copy of documentary evidence with date of start, date of completion, project pictures and cost of project / reasons of delay if any for each project mentioned).

Sr. No.	1	2	3	4	5
Name of Contract:					
Country:					
Name of Procuring Agency With Address, Tele, Fax.					
Nature of works and special features					
Contract Role and percentage (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract In Million PKR					
Value of outstanding work In Million PKR					
Date of Award:					
Date of Completion/ Estimated Date of Completion					
Reasons of Delay					



APPLICATION FORM-3**B-(ii) Projects of similar nature**

Project of similar nature/magnitude (Educational sector) of Rs. 500 million or above cost in hand/completed in last 6 years (5 Marks for each project and attach with date of start, date of completion, project pictures and cost of project/reasons of delay if any for each project mentioned).

Sr. No.	1	2	3	4	5
Name of Contract:					
Country:					
Name of Procuring Agency With Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contract Role and percentage (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract In Million PKR					
Value of outstanding work In Million PKR					
Date of Award:					
Date of Completion/ Estimated Date of Completion					
Reasons of Delay					



APPLICATION FORM-4

Clients Information of Form A-2 & A-3

Details of Clients (Name of Project, Name of Client, Contact Person, Contact Details)

S. No.	Name of Project	Completion Date	Project Cost	Name of Client	Contact Person	Contact Details
1						
2						
3						
4						
5						



APPLICATION FORM-5

PROPOSED STAFFING:

Firm/Constructor should provide the names of suitably qualified personnel to meet the specified requirements stated (Evaluation and Qualification Criteria).

Sr. No.	Title of Position	Name	Years with the firm	PEC Registration No.
1.				
2.				
3.				
4.				
5.				



APPLICATION FORM-6

The data regarding experience of the personnel required should be supplied separately using the Form below.

Curriculum Vitae (CV) for Proposed Staff
(Signature by Employee on their CV Is
Mandatory)

(Attached copies of PEC registration certificate and CNIC)

1. **Proposed Position:** _____
2. **Name of Expert:** _____
3. **Name of Firm:** _____
4. **Current Residential Address:** _____
Telephone No: _____ **Fax No:** _____
E-Mail Address: _____
5. **Date of Birth:** _____ **Citizenship:** _____
6. **Qualification:** _____
7. **PEC Registration No:** _____
8. **Work Experience:** Summarize professional experience in reverse chronological order.

Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position/Relevant Technical and Management Experience



APPLICATION FORM-7

Firm/Constructor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed in (Evaluation and Qualification Criteria).

Equipment Capabilities (owned by the constructor/firm)

Sr. No.	Name of Equipment	Name of manufacturer	Model and power rating	Capacity	Year of manufacture	Current location	Ownership details attached on page number	Any other detail as deemed necessary
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								



APPLICATION FORM-8

Equipment Capabilities (leased/rented by the constructor/firm)

Sr. No.	Name of Equipment	Mention whether leased or rented	Name of owner	Address of owner	Contact name and title with Telephone Fax & E Mail of the Owner	Agreements Details of rental/lease/ manufacture agreements specific to the project
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						



APPLICATION FORM-9

FINANCIAL RESOURCES

Banker's Information:

Sr. No.	Name & Address of Bank	Contact name and title	Telephone, Fax & E- Mail Address

Source of Financing:

Constructor/Firm shall provide documentary evidence for funding the project as mentioned in instructions to applicants for which evaluation is being undertaken.



In addition to above forms following appendix must be submitted with the bid:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff
and other pertinent information such as mobilization programme etc;	

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge, in this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the authorized signatories shall always be fully authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid);
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Employer.

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



IB.12 Bid Prices

I-5

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.



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

IB.14 Bid Validity

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

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

IB.15 Bid Security

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

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having atleast AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity date.

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

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

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

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or



- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

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 Form of Bid shall be that which represents complete compliance with the Bidding Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.



IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS**IB.19 Sealing and Marking of Bids**

- 19.1 Each bidder shall submit his bid as under:
 - (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

[29]



19.2 The inner and outer envelopes shall:

- (a) Be addressed to the Employer at the address provided in the Bidding Data;
- (b) Bear the name and identification number of the contract as defined in the Bidding Data; and
- (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1
- (a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

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



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

IB.22 Modification, Substitution and Withdrawal of Bids

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

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

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



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

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (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.

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; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.



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

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.



- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause 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 supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

IB.30 Employer's Right to accept any Bid and to reject any or all Bids

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



IB.31 Notification of Award

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

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.



IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (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



[NOTES ON BIDDING DATA]

BD-1

This Section is intended to assist the Employer in providing the specific information in relation to corresponding clauses in Instructions to Bidders and should be prepared to suit each individual contract.

The Employer should provide in the Bidding Data information and requirements specific to the circumstances of the Employer, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.]



Bidding Data

BD-2

(This section should be filled in by the Employer before issuance of the Bidding Documents.)
The following specific data for the Works to be bidden shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

[Instructions are provided, as needed, in italics.]

Instructions to Bidders

Clause Reference

- 1.1 Name of the Project & Summary of the Works:
**ESTABLISHMENT OF POST GRADUATE EDUCATION AND RESEARCH CENTER AT PIR
ABDUL QADIR SHAH JILANI INSTITUTE OF MEDICAL SCIENCES (PAQSJIMS) GAMBAT**
- 8.1 Time limit for clarification:
7 working days prior to last date of submission
- 10.1 Bid language:
English
- 11.1 (b) Evaluation Information to be updated:
(As per clause IB 11)

Period of Bid Validity:
90 Days
- 15.1 Amount of Bid Security:
(AS PER NIT)
- 18.4 Number of Copies to be submitted of the bid:
1 Original, 1 copy
- 19.2 (a) Procuring Agency's address for the purpose of bid submission:
Director PAQSJIMS Gambat
- 20.1 (a) Date for issuance of bids.
(As per NIT),
- (a) Last Date for collection of bids
(As per NIT),



- (c) Deadline for submission of bids:
(As per NIT),
- (d) Venue, time, and date of bid opening:
(As per NIT),

32.1 Standard form and amount of Performance Security acceptable to the procuring agency:

The performance security will be submitted by the successful bidder in the shape of Bank Guarantee or Pay order from any scheduled bank from State Bank of Pakistan @ 02% of tender cost, (02% bid security will be retained as Performance security).



**FORM OF BID
AND
APPENDICES TO BID**

[41]



FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.



8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address. _____

Occupation _____



SPECIAL STIPULATION
Clause
Conditions of Contract

1	Amount of Performance Security	4.2 PCC	The performance security will be submitted by the successful bidder in the shape of Bank Guarantee or Pay order from any scheduled bank from State Bank of Pakistan @ 02% of project cost, (02% bid security will be retain as Performance security).
2	Time for Furnishing Programmed	8.3 PCC	Within 07 days from the date of receipt of Letter of Acceptance.
3	Time for Commencement	8.1 PCC	Within 14 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement.
4	Time for Completion (works & sections)	8.2 & 10 PCC	15 Months from the date of receipt of Engineer's Notice to Commence.
5	Amount of Liquidity Damages/Delay Damages/Penalties	8.7 PCC	0.01 % of the Contract Price per day 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.
6	Defects Liability Period	11 PCC	12 Months from the effective date of Taking Over Certificate.
7	Percentage of Retention Money	14 PCC	8% of the amount of Interim/Running Payment Certificate.
8	Limit of Retention Money	14 PCC	10 % of Contract Price stated in the Letter of Acceptance.
9	Minimum amount of Interim/Running Payment Certificates	14 PCC	Not less than 15 Million
10	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7 PCC	15 working days for checking of constructor's bill by Engineer In charge and after verification of bill by Engineer In charge, the client will process the bill within 15 working days.
11	Mobilization Advance.	14.2 PCC	10% of Contract Price stated in the Letter of Acceptance against Bank guarantee from any scheduled bank of Pakistan.
12	Secured Advance	14.5 PCC	75% of Submitted material invoice amount and advance will be release for non-perishable items when brought at site against indemnity bond.
13	Escalation	15 PCC	Escalation/Price adjustment will be made on all material applicable as per Appendix-C To Bid (BC 01).
14	Release of Retention money	14.1 PCC	Shall be released 50% upon the issuance of taking over certificate and remaining 50% after the expiration of defects liability period



FOREIGN CURRENCY REQUIREMENTS

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

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	_____
Euro	_____
Japanese Yen	_____
U.K. Pound	_____
U.S. Dollars	_____
_____	_____
_____	_____



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

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 70 shall be as follows:
(To be filled by the Employer)

Cost Element	Description	Weight ages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.45	
(ii)	Local Labour (Skilled & Unskilled) With unskilled as representative items.	0.1	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags. Portland cement shall be considered representative items for all types of cement.	0.15	" " "
(iv)	Deformed Reinforcing/ Steel bar item to be used in this project.	0.15	" " "
(v)	High Speed Diesel (HSD)	0.075	" " "
(vi)	Electrical wires and Cables.	0.075	" " "
	Total	1.000	" " "

Notes:

- 1) Indices for "(ii)" to "(vi)" are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for 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.

(Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)



BILL OF QUANTITIES**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Constructor and verified by the Engineer and valued the rated and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of constructor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the constructor under the contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the constructor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant section of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 58.2 of Part I, General Conditions of Contract.
8. No cartage of any material arranged by the contractor himself /themselves will be paid in any shape.
9. Only palatable water of approved quality will be used and Contractors shall have to make their own arrangement of palatable water for use in work at his / their own cost.



10. Concrete shall be mixed with mechanically operated Concrete Mixer with due concentration to aggregate and water ratio.
11. If any wherever nomenclature or any item is elaborated or not clear or any typographical error occurs in the schedule for the tender it should be read strictly as per PAK P W D Schedule of rates 2012.
12. All material shall confirm the standard specifications.
13. No any premium shall be allowed on non-scheduled items / offered rates.
14. All the debris and surplus stuff shall be removed from the site / disposed of by the contractor for which no any extra cost of cartage etc shall be paid.
15. All RCC / PCC cost in Situ shall be mechanically vibrated by the contractor for which no any extra cost will be paid.
16. Work will be carried out as per Pak P.W.D. and Engineer Incharge specification.
17. Contract type "Measurable Contract"
18. All materials / mixes used in structure shall be tested from recognized laboratory and test report shall be submitted without any delay for which no any extra cost etc shall be paid.
19. Electricity used shall be the responsibility of contractor for which no any extra cost etc shall be paid.
20. Camp office / stock / go-down constructed at site shall be the responsibility of contractor for which no any extra cost etc shall be paid.
21. All workers within the execution area should wear protection helmets and full boots and ensure all security measures for lives of labors / inhabitants shall be the responsibility of contractor for which no any extra cost etc shall be paid.
22. Deployment of full time engineer at site shall be the responsibility of contractor for which no any extra cost etc shall be paid.
23. Inspection request shall be submitted before 24 hrs of execution of any new trade.
24. Pour slip to be submitted for approval of any CC and RCC work well before execution of pouring.
25. The contractor shall have to visit the site before filling the bidding documents.



BD-2

Appendix-D to Bid

BILL OF QUANTITIES

B. Work Items

1. The Bill of Quantities contains the following Bills and Schedule:
(By way of example)

Bill No. 1	-	Earthworks
Bill No. 2	-	Subsurface Drains
Bill No. 3	-	Miscellaneous Items

Day work Schedule
Summary Bill of Quantities
2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.



BILL OF QUANTITIES

Bill No. 1 Earthworks

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees figures	in Rupees words	
1	2	3	4	5		6
101						
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						



BILL OF QUANTITIES

Bill No. 2 Culverts and Bridges

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees figures	in Rupees words	
1	2	3	4	5		6
201						
202						
203						
204						
205						
206						
Total for Bill No. 2 (Carried forward to Summary Page)						

NOT USED (DELETED)

BILL OF QUANTITIES**Bill No. 3 Subsurface Drains**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
301						
302						
303						
304						
305						
306						
Total for Bill No. 3 (Carried forward to Summary Page)						



BILL OF QUANTITIES

Bill No. 4 Tube wells and Pump-houses

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
401						
402						
403						
404						
205						
406						
Total for Bill No. 4 (Carried forward to Summary Page)						

NOT USED (DELETED)

BILL OF QUANTITIES**Bill No. 5 Miscellaneous Items**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Mobilization/Demobilization (Lump sum ¹) Cost					
502						
503						
504						
505						
506						
Total for Bill No. 5						
Carried forward to Summary Page)						

¹ Not to exceed 10 % of Bid Price. To be used only if Alternative Two of Sub-Clause 60.12 of Conditions of Contract is adopted.



BILL OF QUANTITIES**C. Day work Schedule****General**

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

Day work Labor

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



Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	Sub Total Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Day work Schedule Total for Day work: Labour : _____ (Carried forward to Day work Summary)					



Appendix-D to Bid

Day work Material

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



SCHEDULE OF DAYWORK RATES

II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	Mutton	200			
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete as specified in Clause _____	Cu.M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10			
D223	Sub Total Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule Total for Daywork: Materials _____ (Carried forward to Daywork Summary)					



Appendix-D to Bid

Daywork Constructional Plant

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



Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

III. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator ,face shovel or dragline:					
	1. Up-to and including 1 Cu.M.	Hr	500			
	2. Over 1 Cu.M to 2 Cu. M.	Hr	400			
	3. Over 2 Cu. M	Hr	100			
D302	Tractor (tracked) including bull or angle dozer:					
	1. Up-to and including 150 HP	Hr	500			
	2. Over 150 to 200 HP	Hr	400			
	3. Over 200 to 250 HP	Hr	200			
D303	Tractor with ripper:					
	1. Up-to and including 200 HP	Hr	400			
	2. Over 200 to 250 HP	Hr	200			
D304	-----etc-----					
	Total for Daywork: Constructional Plant _____ (Carried forward to Daywork Summary)					



DAYWORK

Summary (Daywork)

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



BILL OF QUANTITIES

SUMMARY

		Amount (Rs.)
Bill No. 1:	Earthworks	_____
Bill No. 2:	Culverts and Bridges	_____
Bill No. 3:	Subsurface Drains	_____
Bill No. 4:	Tubewells and Pump Houses	_____
Bill No. 5:	Miscellaneous Items	_____
Sub-Total of Bills		_____
Daywork		_____
Bid Price		_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.



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):

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days
c) Part-B	_____ days
d) _____	_____ days
e) _____	_____ days



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.]



LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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



Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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



CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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



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.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2



ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
Bid Price	



BK-1

Appendix-K to Bid

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

[70]



(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 Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]



FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**



BID SECURITY
(Bank Guarantee)

BS-1

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 therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal



of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

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.



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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

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



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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



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.



GUARANTOR

1. Signature _____
2. Name _____
3. Title _____

WITNESS

1. _____
Corporate Secretary (Seal)

2. _____
(Name Title & Address)
- _____ Corporate Guarantor(Seal)



[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

- (a) **Part I - General Conditions of Contract**
- (b) **Part II - Particular Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract.

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the Client. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil Works will ensure comprehensiveness of coverage, better balance of rights or obligations between Employer and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced herein the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.*

* Add the following text if the bidding documents, as issued, do not include a copy:

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

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



The **“CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION”** section from page 69-144 has been removed as FIDIC doesn't allow it to be copied.

Download the PDF version of this document from PICC website to view it completely OR

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

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



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63.1	Default of Contractor
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70.1	Increase or Decrease of Cost
73.1	Payment of Income Tax
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78.1	Details to be Confidential



PART II - PARTICULAR CONDITIONS OF CONTRACT
(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

- (a) (i) The Employer is Director PAQSJIMS Gambat

The following paragraph is added:

- (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 therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

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 determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 10 "Performance Security" and Clauses 21,23,24 & 25 "Insurance" of sorts.
- (iv) Any action under Clause 40 "Suspension".



- (v) Any action under Clause 44 "Extension of Time for Completion".
- (vi) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of "Taking Over Certificate" under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated herebelow, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor's claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
- (xii) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
- (xiii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".

(Note: Employer may further vary according to need of the project)

* (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.)

2.2 Engineer's Representative

The following paragraph is added:

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



The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

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 (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to L);
- (9) The Drawings;
- (10) The Specifications; and
- (11) _____ (any other).

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and



Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

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 amended to conform with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

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 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having atleast AA rating from PACRA/JCR.

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

The following Sub-Clause 10.4 is added:



10.4 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.

14.1 Programme to be Submitted

The programme shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.
(Employer to select appropriate one)

14.3 Cash Flow Estimate to be Submitted

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

The following Sub-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 8th 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 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress ;and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the



work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

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.

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:

19.3 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 Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:



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

21.1 Insurance of Works and Contractor's Equipment

(Employer may vary this Sub-Clause 21.1 (b))

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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



34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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



34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

The Contractor shall in all dealings with his staff and labour have due regard to all 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.

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.

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.



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.

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed in Appendix-A to Bid "Special Stipulations".

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".

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

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

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

(Employer may vary this Sub-Clause)

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.

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 & Nominated Subcontractors

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

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

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

60.1 Monthly Statements

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

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

In Para (c) the words "the Appendix to Tender" are deleted and substituted with the words "Sub-Clause 60.11 (a)(6) hereof".
(in case Clause 60.11 is applicable)

60.2 Monthly Payments

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



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; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum 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 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.

60.11 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting any one of the following three Alternatives:

(Appropriate alternative only to be retained)

Alternative One: Mobilization Advance

- (a) An interest-free Mobilization Advance up to 15 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan or an insurance company 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 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost

Mobilization Cost shall be paid to the Contractor as a part of the priced Bill of Quantities. This cost shall not exceed 10 % of the Tender Price and shall be paid to the Contractor as follows:

- (i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This



payment shall be in three stages as follows:

- Stage I: 20 % of Mobilization Cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;
 - Stage II: 30 % of Mobilization Cost upon providing & installing preliminary requirements of Contractor's Equipment, materials and temporary structures for the commencement of Works to the satisfaction of the Engineer and achieving 3 % value of the Works (excluding payment under Stage-I);
 - Stage III: 30 % of Mobilization Cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and
- (ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

Alternative Three: Materials Supplied by Employer

The Employer shall supply to the Contractor materials, like cement, steel, bitumen or any other material whichever deemed necessary to complete the project; and the cost thereof shall be recovered from the Contractor through monthly statements on the basis of actual consumption.

The list of materials, quantities and rates to be charged to the Contractor shall be provided alongwith Appendix-A to Bid "Special Stipulations".

(Employer may opt either "Secured Advance on Materials" or "Financial Assistance to Contractor")

63.1 Default of Contractor

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

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

65.2 Special Risks

The text is deleted and substituted with the following:



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

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, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

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

a) The Employer :

(to be filled in by the Employer as appropriate)

b) The Engineer:

(to be filled in by the Employer as appropriate)

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit



rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots\dots\dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment;

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

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

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

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

(c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject



to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

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

(f) Weightages

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

The following Sub-Clauses 73.1, 73.2, 74.1, 75.1, 76.1, 77.1 and 78.1 are added:

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract

and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable)

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-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 Subcontractors, 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 Subcontractors, agents or servants.

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

75.1 Termination of Contract for Employer's Convenience

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

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

76.1 Liability of Contractor

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

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.



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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

4.2 Performance Security

If the Contract requires the Constructor to obtain security for his proper performance of the Contract, he shall obtain and provide to the procuring agency, such security within 28 days after the receipt of the Letter of Acceptance in the sum stated in the special stipulation. When providing such security to the procuring agency, the Constructor shall notify the Engineer of so doing. Such security shall be in the form annexed to these Conditions or in such other form as may be agreed between the procuring agency and the Constructor. The institution providing such security shall be subject to the approval of the procuring agency. The cost of complying with the requirements of this Clause shall be borne by the Constructor, unless the Contract otherwise provides. Performance security release after completion of defect liability period.

7.9 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.

8.1 Commencement of Works

The contractor shall commence the works on site within the period stated in special stipulation 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.

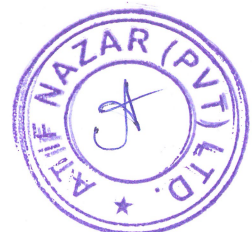
8.2 Time for Completion

The whole of the works and, if applicable, any Section required to be completed within a particular time as stated in the special stipulation to Tender, shall be completed, in accordance with the provisions of Clause 10, within the time stated in the special stipulation to Tender for the whole of the works or the Section (as the case may be), calculated from the Commencement Date,

8.3 Programme

The Constructor shall, within the time sated in special stipulation of these Conditions after the date of the Letter of Acceptance, submit to the Engineer shall reasonably prescribe, for the execution of the works. The Constructor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Constructor proposes to adopt for the execution of the works.

A) Bar Chart identifying the critical activities.



- B) Critical Path Method (CPM) identifying the critical path/activities.
- C) Program Evaluation and Review Techniques (PERT).
(Procuring Agency to select appropriate one)

8.7 Liquidated Damages for Delay

If the Constructor fails to comply with the Time for Completion in accordance with Clause 10, for the whole of the works or, if applicable, any Section within the relevant time prescribed by Clause 10, the Constructor shall pay to the procuring agency the relevant sum stated in the special stipulation to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Constructor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in Taking-Over Certificate of the whole of the works or the relevant Section, subject to the applicable limit stated in the special stipulation to Tender. Procuring agency may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Constructor. The payment or deduction of such damages shall not relieve the Constructor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.

10 Taking-Over Certificate

When the whole of the works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the contract, the constructor may give a notice to that effect to the Engineer with a copy to the procuring agency, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the constructor for the Engineer to issue a Taking-Over Certificate in respect of the works. The Engineer shall within 21 days of the date of delivery of such notice, either issue to the constructor, with a copy to the procuring agency, a Taking-Over Certificate, stating the date on which, in his opinion, the works were substantially completed in accordance with the contract, or give instructions in writing to the constructor specifying all the work which, in the Engineer's opinion, is required to be done by the constructor before the issue of such certificate. The Engineer shall also notify the constructor of any defect in the works affecting substantial completion that may appear after such instructions and before completion of the works specified therein. The constructor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the works so specified and remedying any defects so notified.

10.1 Taking Over of Sections or Parts

Similarly, in accordance with the procedure set out in Sub-Clause 48.1, the Constructor may request the Engineer shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender,



- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the procuring agency, or
- (c) any part of the Permanent Works which the procuring agency has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Constructor as a temporary measure).

10.2 Substantial Completion of Parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Constructor, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the works and, upon the issue of such Certificate, the Constructor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

10.3 Surfaces Requiring Reinstatement

Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

11.1 Defect Liability Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the special stipulation to Tender, calculated from:

- (a) the date of completion of the works certified by the Engineer in accordance with Clause 48, or
- (b) In the event of more than one certificate having issued by the Engineer under Clause 48, the respective dates so certified, and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.

11.2 Completion of Outstanding Work and Remedying Defects

To the intent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the procuring agency in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Constructor shall:

- (a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and



- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period stated in Special stipulation, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Constructor to execute.

11.3 Cost of Remedying Defects

All work referred to in Clause 10 shall be executed by the Constructor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- (a) the use of materials, Plant or workmanship not in accordance with the Contract,
- (b) where the Constructor is responsible for the design of part of the Permanent Works, any fault in such design, or
- (c) the neglect or failure on the part of the Constructor to comply with any obligation, expressed or implied, on the Constructor's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall

determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Constructor accordingly, with a copy to the procuring agency.

11.4 Constructor's Failure to Carry Out Instructions

In case of default on the part of the Constructor in carrying out such instruction within a reasonable time, the procuring agency shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the Engineer, the Constructor was liable to do at his own cost under the Contract, then all cost consequent thereon or incidental thereto shall, after due consultation with the procuring agency and the Constructor, be determined by the Engineer and shall be recoverable from the Constructor by the procuring agency, and may be deducted by the procuring agency from any monies due or to become due to the Constructor and the Engineer shall notify the Constructor accordingly, with a copy to the procuring agency.

14.1 Monthly Payments

The Engineer shall, within 15 to 25 days of receiving such statement, certify to the procuring agency the amount of payment to the Constructor which he considers due and payable in respect thereof, subject:

- (a) firstly, to the retention of the account calculated by applying the Percentage of Retention stated in the special stipulation to Tender,
- (b) Secondly, to the deduction, other than pursuant to Clause, of any sums this may have become due and payable by the Constructor to the procuring agency.



- (c) 50% Retention money released after issuing Handing over certificate by Engineer In charge/Consultant, Remaining 50% release after completion of defect liability period.

Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if the net amount thereof, after all retentions and deductions, would be less than the Minimum Amount of Interim Payment Certificates stated in the special stipulation 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, if required under the Contract, has been provided by the Constructor and approved by the procuring agency.

14.2 Mobilization Advance/Advance Payment

Mobilization advance up to 10 % of the Contract Price may be paid by the procuring agency to the Contractor on following conditions:

on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, from a Scheduled Bank in Pakistan or as described by Pakistan Engineering Council, acceptable to the procuring agency;

Contractor shall pay interest on the mobilization advance at the rate of 5% per annum on the advance

14.5 Plants and Materials intended for Works

- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency of such sum as specified in Special stipulation and the Engineer may consider proper in respect of non-perishable materials brought at the site but not yet incorporated in the Permanent Works provided that:
- (i) The materials are in accordance with the specifications for the permanent works;
 - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
 - (iii) 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;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;



- (v) Ownership of such materials shall be deemed to vest in the procuring agency and these materials shall not be removed from the site or otherwise disposed of without written permission of the procuring agency;
- (vi) 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 stands other materials;
- (vii) Secured Advance shall not be allowed unless and until the previous advance, if any, is fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill or a separate statement; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and in no case for full quantities of materials for the entire work/contract.

(II) Recovery of Secured Advance:

Secured Advance paid on non-perishable materials to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized);

14.7 Time for Payment

The amount due to the Constructor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, be paid by the procuring agency to the Constructor within specified time in special stipulation after such Interim Payment Certificate has been delivered to the procuring agency, or, in the case of the Final Payment Certificate within 56 days, after such Final Payment Certificate has been delivered to the procuring agency.. The provisions of this Sub-Clause are without prejudice to the Constructor's entitlement.

15 Escalation.

No claims regarding increase in prices over and above the rates in Priced BOQ after the award of Work shall be entertained. The rates quoted shall be applicable throughout the course of construction till completion without any compensation. Escalation only admissible on items as defined in BC-1, Appendix-C (B) Page 46.



15.6**Corrupt and fraudulent Practices.**

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the procuring agency 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 Subcontractors, agents or servants;
- b. terminate the Contract; and
- c. Recover from the Contractor any loss or damage to the procuring agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants.

The termination under sub-para (b) of this Sub-Clause shall proceed in the manner prescribed under sub-clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.



SPECIFICATIONS



DRAWINGS

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