

**LIAQUAT UNIVERSITY OF MEDICAL &  
HEALTH SCIENCES JAMSHORO**  
**ISO 9001-2008 CERTIFIED**



**FINANCIAL PROPOSAL  
FOR**

**Rehabilitation of Existing Building of PNS & Improvement & Furnishing  
Auditorium Hall at PNS LUMHS Jamshoro**

**DOCUMENT ISSUED TO: \_\_\_\_\_**

**Office of the Director Works & Services Dept:  
LUMHS JAMSHORO**

**INSTRUCTIONS TO  
USERS OF  
THIS DOCUMENT**

**INSTRUCTIONS TO USERS OF THIS DOCUMENT**  
**(Not to be included in Bidding Documents)**

**A. Basis of Documents**

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for Local Competitive Bidding (LCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. The users are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of PEC Bidding Documents for Large Works.

The Employer is expected to manage the Contract himself. The role of Engineer may be added by the Users, if the Employer wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Employer will be required to set out in the Specifications and Drawings the full scope of work including the extent of design to be done by the Contractor, if any.

**B. Contents of Documents**

As stated in Clause IT.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with Clause IT.6. The Standard Form of Bidding Documents (For Smaller Contracts) includes the following:

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
3. Conditions of Contract & Contract Data
4. Standard Forms
5. Specifications
6. Drawings, if any

In addition, Instructions to users are also provided at various locations of this document within parenthesis or as a Note (s). Users are expected to edit or finalise this document accordingly, by filling all the blank spaces and forms, deleting all notes and instructions intended to help the users.

The user is required to prepare the following for completion of the Bidding Documents:

- (i) Invitation for Bids
- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data

- (vi) Specifications
- (vii) Drawings, if any

The User's attention is drawn to the following while finalising the Bidding Documents.

### **C. Invitation for Bids**

The "Invitation for Bids" is meant for publication in the newspapers and PEC Website as well as on PPRA Website in case of Federal Procuring Agencies as notice for calling of bids.

The blank spaces wherever shown are required to be filled by the Employer before issuance of Bidding Documents.

1. The Employer may modify para 1 of Invitation for Bids as per his requirement except the requirement of Pakistan Engineering Council therein.
2. The notice should be published so as to give the prospective bidders sufficient working period for preparation and submission of bids which may be from 15 to 50 days depending on the size of the Works.
3. The eligible bidders are defined in Clause 2 of Instructions to Bidders. The text of Clause can be amended by the Employer as deemed appropriate.
4. The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders will apply.
5. The amount of Bid Security should be a lump sum figure or a percentage of bid price ranging from 1% to 3% of the likely cost of the Works and should be in accordance with Sub-clause 13.1 of Instructions to Bidders.
6. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Invitation to Bidders, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same.

### **D. Instructions to Bidders**

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

The Instructions to Bidders can be used as given. Users may have to make changes under Bidding Data.

The Employer's/Engineer's Representative, if any, shall exercise powers of the Engineer/Employer under and in connection with Clauses IB.5, IB.6, IB.16, etc. In case an Engineer has been appointed by the Employer, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Employer, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

## **E. Bidding Data**

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Employer before issuance of Bidding Documents.

1. Sub-Clause 10.3 of Instructions to Bidders may be retained or modified by the Employer.
2. Employer should insert required experience in Sub-Clause 11.2.
3. Referring to Sub-Clause 14.1 of Instructions to Bidders, the period of bid validity may range from 56 to 100 days depending upon the size of the Works. Number of days would be filled in as per Employer requirements.
4. Sub-Clauses 16.3 to 16.9 of Instructions to Bidders may be retained or modified by the Employer in accordance with his requirements, particularly Sub-Clause 16.8 may be modified in case deviation in payment schedule is acceptable.

## **F. Schedules to Bid**

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Employer can add/delete/modify as per his requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Employer before issuance of Bidding Documents except those required to be provided by the Contractor.

## **G. Conditions of Contract**

The User's attention is drawn to the Preface and it is once again emphasized that while preparing Contract Data, no Clause of Conditions of Contract should be deleted and that the changes included in Contract Data should be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

## **H. Contract Data**

The blank spaces wherever shown are required to be filled by the Engineer/Employer before issuance of Bidding Documents.

Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Employer may add, in order of priority, such other documents as form part of the Contract, in Sub-Clause 1.3 of the Contract Data.

2. The Employer's Representative, if any, shall exercise powers of the Employer under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Employer, the aforesaid clauses may be modified accordingly by the Employer.
3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Employer and entered in Contract Data.

4. The time for completion of the whole of the Works should be assessed by the Engineer/Employer and entered in the Contract Data.
5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Employer in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent.
6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the User. This may include but not be limited to the provisions regarding the following:
  - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Employer.
  - b) The Engineer/Employer to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

**I. Specifications**

To be prepared and incorporated by the Engineer/Employer

**J. Drawings**

To be prepared and incorporated by the Engineer/Employer, if required.

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**INVITATION  
FOR  
BIDS**

**LIAQUAT UNIVERSITY**  
OF MEDICAL & HEALTH SCIENCES, JAMSHORO, SINDH – PAKISTAN  
URL: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)  
Tele:# 92-22-9213331. Fax:# +92-22-9213332

WORKS & SERVICES DEPARTMENT

**INVITATION FOR BIDS**

1. The Liaquat University of Medical & Health Sciences Jamshoro Invites sealed bids from interest bidders under the PPRA rules 2010 for the Following Work.

S.No.	Name of Work	Estimated Cost	Bid Security	Tender fee (Rs.)	Completion Period
1	Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at PNS LUMHS Jamshoro	68.0 Million	2% of Bid Amount	3000/=	six Months

**Eligibility:** Valid Registration with federal board of revenue FBR for income tax, registration with SRB & Pakistan Engineering Council in relevant C-4 or above Category and CE-09, CE-10 & EE-11 discipline .

**Qualification:**

- i. List of similar assignments along with cost undertaken over past 5 years and performance certificate issued by the procuring agency.
- ii. Detailed portfolio of company profile.
- iii. Details of turn over (including in terms of rupees) at least three years that average turnover should not be less than estimated cost and supported by audit reports.
- iv. Undertaking on stamp paper that the Firm is not involved in any litigation and black listed in any department.

**Method of Procurement:** Single Stage – Two Envelope Procedure

**Bidding / Tender Documents:**

**Issuance:**

Complete set of Bidding Documents can be obtained on payment of a Tender Fee of Rs. 3000/= in the shape of Pay Order / Demand Draft (Non-Refundable) in favour of Vice Chancellor LUMHS, Jamshoro and can be downloaded from PPRA's Website i.e. ([www.ppra.org.pk/](http://www.ppra.org.pk/)), LUMHS Website i.e. [www.lumhs.edu.pk/tender](http://www.lumhs.edu.pk/tender) on any working day from 02-10-2023 up to 18-10-2023.

**Submission:**

The Bidding shall be on single stage two envelope procedure, 1<sup>st</sup> envelope should contain technical proposal be clearly marked as technical proposal.

Second envelope should contain financial proposal (rates) in pak rupees along with earnest money 2% of bid amount in the shape of Pay Order / Demand Draft in favour of Vice Chancellor LUMHS, Jamshoro. The envelope be clearly marked as financial proposal.

Both envelope should be completed in all respect in sealed envelopes separately & placed in third envelope mentioning the name of the bidder be clearly marked on all envelopes must be submitted on or before 19-10-2023 up to 11:00 am

**Opening:**

1. The proposal will be opened on 19-10-2023 at 11:30 a.m. in presence of Committee Members and representative of bidders who wish to attend.

2. In case of unusual circumstances, Tender will be opened on next working day at the same time.

**Place of Issuance, Submission, Inquiries & Opening:** Office of the Director Works & Services Department, Liaquat University of Medical & Health Sciences (LUMHS), Jamshoro, Sindh

**Telephone Numbers:** 92-22-9213331

**Email Address:** dws@lumhs.edu.pk

**Terms & Conditions:** Under the following conditions, Bid will be rejected:

- i. Conditional and Telegraphic Bids / Tenders.
- ii. Bids not accompanied by Bid Security of required amount and form.
- iii. Bids received after specified Date and Time.
- iv. Bids submitted by Black Listed Firms.
- v. Incomplete Bids as per instructions given in Bidding Documents.

**Un-responded Tenders** will be again issued / submitted / opened on following dates:-

2<sup>nd</sup> Attempt: (a) Issue date: 21-10-2023 (b) Submission date: 07-11-2023 upto 11:00 a.m. Opening date: 07-11-2023 at 11:30 a.m.

**Bid validity period:** Ninety (90) days.

Procuring Agency reserves the right to reject any or all bids subject to the relevant provisions of Public Procurement rules 2010.

D.A./ AS ABOVE

**Director  
Works & Services Department  
LUMHS, Jamshoro**

**C.C. for information to:**

- **The Registrar, LUMHS, Jamshoro.**
- **The Director Finance, LUMHS, Jamshoro.**
- **The P.S to Vice Chancellor LUMHS, Jamshoro.**
- **Public Procurement Regulatory Authority, Building, 1st Floor, Federal Bank for Cooperatives (FBC) Building, Ataturk Ave, G-5/2 G-5, Islamabad, Islamabad Capital Territory 42000.**
- **The Director I.T. (Services) for hoisting on LUMHS website.**
- **Notice Board.**

**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

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## INSTRUCTIONS TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

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

### A. GENERAL

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

##### 1.1 Scope of Bid

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

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

##### 1.2 Source of Funds

The Procuring Agency has arranged funds from its own sources or *Federal/ Provincial /Donor agency/ADP Scheme or any other source*, which may be indicated accordingly in bidding data towards the cost of the project/scheme]

#### IB.2 Eligible Bidders

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

a)

Note	<ul style="list-style-type: none"> <li>❖ The Evaluation of bids shall be based on the criteria given below in detail in order to determine bidders technical and financial capabilities to perform the contract</li> <li>❖ The PA reserve the right to waive minor deviations, if these doesn't materially affect the capability of a bidder to perform the contract.</li> <li>❖ Sub Contractor experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. However, Joint Venture experience &amp; resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture</li> <li>❖ Bidders are required to provide evidence/ supporting documents with respect to all information given here under in all section.</li> <li>❖ The applicant must secure at least 40% score in each category and 65% score cumulatively (i.e. if a firm acquires score less the 70% cumulatively, it will be considered as “<b>fail in aggregate</b>”)</li> <li>❖ In case of Joint Venture, Registration of all partner companies shall be</li> </ul>
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	individually considered in their relevant PEC Category). If any of JV partner doesn't have valid individual registration, the Joint Venture shall be considered as Non-Responsive and shall be rejected without any further evaluation
1	<b>Registration with PEC:</b> Valid Registration with Pakistan Engineering Council in Category C-4 or above and discipline CE-09, CE-10 & EE-04, EE-11, and valid registration with Tax Authorities (FBR & SRB)
2	<b>Registration with relevant Govt. Departments/ Authorities:</b> Copy of Valid Registration certificate of Income Tax Certificate "Federal Board Revenue" (NTN) along with tax returns of last five years
3	<b>Registration with Sindh Revenue Board:</b> Copy of Valid Registration with Sindh Revenue Board and provide provisional certificate as documentary evidence along with tax returns of last five years
4	<b>Number of Years of Company establishment:</b> Copies of Partnership deed, articles of association joint venture deed etc
5	<b>Black Listed / debarred from any agency:</b> All details to be submitted or affidavit to the effect that the firm has not been black listed/ debarred by govt. or organizations.
6	<b>Litigation History:</b> All details to be submitted or affidavit to the effect that the firm has not been involved in litigation nor being black listed by PEC & any PA, by govt. or organizations

- **Note:**
- Affidavits as mentioned in serial No. 6 & 7 above are required to be submitted separately on judicial stamp paper of appropriate value with proper wording duly signed & stamped by Deponent with Two Witnesses and endorsed & attested by Notary Public.
- Affidavits furnished on company's letter head or furnished on judicial stamp paper with the heading: "UNDERTAKING" are not accepted as affidavit.
- Providing false statement that the firm is not black listed by any government department/ private client in this regard would lead to disqualify from the process regardless of the fact that firm is qualifying otherwise

**(A) Company Profile.**

<b>i.</b>	Period since Firm/Contractor is in construction business	<b>10 Marks</b>
	Up to 2 years	02 Marks
	Up to 03 years	05 Marks
	Above 03 years	10 Marks
	<i>(Attach PEC license for each year) if applicable</i>	
<b>ii.</b>	Office facilities	<b>05 Marks</b>
	In Sindh province	03 Marks
	In any other province/Islamabad	01 Marks
	Outside Country	01 Marks

**(B) General Experience Record** **40 Marks**

i. Projects of similar nature and complexity 25 Marks

Completed over last 05 years.

(5 Marks for each project having cost are as per PPRA Rules)

(Attach work order along with satisfactory performance completion certificates,/ Copies of BoQs,/ Copies of Final Bill /and Copies of Letter, refund Security Deposit)

ii. Projects of similar nature and complexity in hand. 15 Marks

(5 Marks for each project having cost having cost are as per PPRA Rules).

(Attach copies of awarding the work /work orders, /Copies of BoQs,/ Copies of last Running Bill/ and along with provide Performance Certificate issued by the employer shown the percentage of works)

**(C) Personnel Capabilities required for this project** **20 Marks**

*Requirement of persons will vary from Project to Project.*

*Following factors may be used as a guideline:*

<b>Sr. No.</b>	<b>Description/Position with qualification &amp; experience</b>	<b>Number</b>	<b>Marks</b>	<b>Remarks</b>
	<i>BSc (Civil Engg.) /BE(Civil) Engineers registered with Pakistan Engineering Council (PEC) with experience of 5years or above.</i>	<i>02</i>	<i>10</i>	<i>03 Marks for experience of 3 to 05 years. 02 Marks for above 10years. (Each) (Attach Tax payment challans showing at least 1-year continuous employmentwith firm. 1 additional Mark for MSc (Civil Engg:)/M.E.(Civil)</i>
	<i>Site Engineer B-Tech Hons, with experience of 2years or above. ( Documents Required: Evidence of engagement of individuals with the firm i.e. copies of appointment letters / letter of commitments, CVs, &amp; valid Graduate Certificate issued by relevant University/ National Technologist Council must be provided)</i>	<i>01</i>	<i>3</i>	<i>03 Marks for 02 years' experience, or above</i>



Quantity	Surveyor Diploma in Civil Engineering, with experience of 2years or above. <b>(Documents Required: Evidence of engagement of individuals with the firm i.e. copies of appointment letters / letter of commitments, CVs, &amp; valid Diploma issued by relevant Board of Technical Education must be provided)</b>	01	2	02 Marks for 02 years' experience, or above
	Site Supervisor	01 Nos	2	02 Marks for 02 years' experience,
	Accountant & Other Office Staff	03 Nos	3	01 Marks for Each having 02 years' experience,

**Documents Required:**

- (i) **Evidence of engagement of individuals with the firm i.e. appointment letters, CVs, & valid PEC Registration Certificates must be provided.**
- (ii) **Letter of Commitment from at least two Graduate Engineers (Project Manager & Planning Engineer or other) must be provided**
- (iii) **Note: Documents without appointment letter & Letter of Commitment (i.e. only CVs & PEC certificates) shall not be considered for marking**

**(D) Equipment Capability**

**15 Marks**

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

***(Details are to be provided in the attached form)***

Sr#	Description	Minimumunit Required	Marks Assigned	Explanations
1	Mixer machine	02 Nos	2 marks	<ul style="list-style-type: none"> <li>The equipment listed out here are minimum requirement for subject work but the Bidders are required to provide details of equipment that company actually own or intended to hire on rent or lease.</li> <li>If company owned, the evidence of ownership of all the equipment must be provided.</li> </ul>
2	Vibrators	02 Nos	1 Marks	
3	Lift Machine	02 Nos	1 Marks	
4	Excavator	01 Nos	2 Marks	
5	Water tanker with tractor	01 Nos	2 Marks	
6	Generator	01 Nos	1 Marks	
7	Form Work (Ply wood and steel plate)	5000 Sft	1 Marks	
8	Scaffolding pipes/ Wood	5000 Rft	1 Marks	

	<i>Supports</i>			<ul style="list-style-type: none"> <li><i>If the Bidder intends to hire required equipment on rent/lease etc after the award of subject package, the Bidder must submit an undertaking/affidavit on judicial stamp paper of appropriate value stating that all the required equipment shown shall be hired on rent/lease and shall be readily available at site as per project specifications, quality delivery and work plan requirements.</i></li> </ul>
9	<i>Mix Tools</i>	<i>1 Set</i>	<i>1 Marks</i>	
10	<i>Motors</i>	<i>05 Nos</i>	<i>2 Marks</i>	
11	<i>Other Miscellaneous Equipment's</i>		<i>1 Marks</i>	

**(E) Financial Soundness /Status**

**10 Marks**

**Documents Required:**

**Available Bank Credit Line**

- Current dated Bank certificate indicating the amount of Credit offered by the bank for the specific works of subject Tender
- Any Conditional Bank Certificate of credit shall not be acceptable
- The bank certificate for any other project or general bank certificate shall not be acceptable

**Working Capital in last 05 years**

- Audited reports of last 05 years are required to be submitted.
- No marks will be given if no evidence or invalid evidence is provided.
- Negative working capital (i.e. if average working capital calculated is in minus) shall not be considered for marking.

For Financial Status assessment, the Applicants may be required to submit Audited Financial Statements for the last three years or any other document which verifies their Financial Status.

Where necessary, the Procuring Agency will make enquiries with the firm's/contractor's bankers.

Working Capital in hand for this project/work (Attach proof of Bank Statement/Credit Facilities)

- |      |  |          |
|------|--|----------|
| i.   | Less than 15% of Estimated Cost of this Work | 02 Marks |
| ii.  | Less than 25% of Estimated Cost of this Work | 05 Marks |
| iii. | Less than 40% of Estimated Cost of this Work | 08 Marks |
| iv.  | More than 40% of Estimated Cost of this Work | 10 Marks |

Qualifying Score is 70%, but it is mandatory to obtain 40% in each section.

**(2) Based on Yes/No or Pass/Fail system.**

**Mandatory Provisions/Eligibility:** Firms/Contractors must possess (i) valid registration certificate from income tax authority (NTN); and (ii) is not black listed. *(Attach all certificates and affidavit of not black listing)*

**Required Documents:** It must include following information/documents:-

**(A)** Firm/Contractor have been in business of construction at least for 5years.

**(B) Experience and past performance.**

(i) Have completed One (1) similar assignments having cost of each at least One 80% of the project or Two 50% of the work cost in the last five (05) years.

(ii) Have executed at least one (3) project in similar geographical condition in last five (5) years.

(Attach performance certificates of completed projects).

**(C) Key Personnel Qualification & Experience.**

*(Requirement will vary from assignment to assignment).*

**(i) Project managers/Planning Engineer.**

Qualification:BE (Civil Engineer), Number: ( ).

Experience: ( )similar assignments,  
( ) years' experience.

**(ii) Site Engineers.** Qualification:B-Tech Hons in (Civil technology / Electrical),, Number:

( ).

Experience: ( )similar assignments,  
( ) years experience

**(iii) Quantity Surveyor.** Qualification:DAE in (Civil technology),, Number: ( ).

Experience: ( )similar assignments,  
( ) years experience

**(iv) Site Supervisors:** Qualification:Diploma in Related field, Number: ( ).

Experience: ( )similar  
assignment,

( ) years experience.

**(v) Accountant:**

Qualification in related field, ( )

Experience: ( ) years

- (vi) **Skilled man/ or any Other Office Staff**  
*Certificate in Skilled course (relevant Technical Field of Specialization)*

*(Brief CVs of personnel be attached).*

**(D) Equipment:**

- (a) *Critical equipment and number required for the Project shall be specified by the Procuring Agency. N.A*
- (b). High value equipment should be an option to own, lease or hire.
- (c) Total equipment available with the applicant is to be listed along with its current mobilization on on-going projects.

*(Details are to be provided in the attached form)*

**(E) Financial:**

- (i) Documentary evidence of financial position, bank statement or audited accounts of the last (5) years.
- (ii) Average Annual turnover of the last five years should not less than Thrice the cost of work.

**(F) Any other information:**

- (i) Details of disputes/litigation or arbitration with client.
- (ii) *Any other document/information desired by procuring agency.*
- if prequalification has not undertaken , the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
    - works of similar nature and size for each performed in last 5 years;
    - construction equipment's;
    - qualification and experience of technical personnel and key site management;
    - financial statement of last 5 years;
    - Information regarding litigations and abandoned works if any.

**IB.3 Cost of Bidding**

- 3.1 The bidder shall bear all costs associated with the preparation and submission of its bid

and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. BIDDING DOCUMENTS**

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

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid  
Schedules to Bid comprise the following:
  - (i) Schedule A: Schedule of Prices
  - (ii) Schedule B: Specific Works Data
  - (iii) Schedule C: Works to be Performed by Subcontractors
  - (iv) Schedule D: Proposed Programme of Works
  - (v) Schedule E: Method of Performing Works
  - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
  - (i) Form of Bid Security
  - (ii) Form of Performance Security
  - (iii) Form of Contract Agreement
  - (iv) Form of Bank Guarantee for Advance Payment
5. Specifications
6. Drawings, if any

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

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

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

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

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

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

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

- 8.1 The bid prepared by the bidder shall comprise the following components:
  - (a) Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
  - (d) Bid Security furnished in accordance with Clause IB.13.
  - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
  - (f) Documentary evidence in accordance with Clause IB.11
  - (g) Documentary evidence in accordance with Clause IB.12.

### **IB.9 Sufficiency of Bid**

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

completion of the Works.

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

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

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

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

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

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

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

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

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of *Deposit at Call/ Payee's Order or a Bank Guarantee* issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (*Bid security should not be below 1%.and not exceeding 5% of bid price/estimated cost PPRA Rule* ).



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

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

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

bid.

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

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

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

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

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

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

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

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

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

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

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

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

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

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

(b) Commercial Evaluation

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

16.8 Evaluated Bid Price

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

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

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments

Refer to Bidding Data

**IB.17 Process to be Confidential**

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

**F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

- 18.1 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.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

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

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of

Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

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

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

#### **IB.21 Performance Security**

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

#### **IB.22 Integrity Pact**

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

## **BIDDING DATA**

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

### **Instructions to Bidders**

#### **Clause Reference**

#### **1.1 Name of Employer**

**LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES JAMSHORO**

#### **Brief Description of Works**

Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at  
PNS LUMHS Jamshoro

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

**Office of the Director Works & Services Department (Engineering Wing) LUMHS  
Jamshoro**

**Telephone No.022-9213331 Fax # 0229213332**

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

**Works & Services Department Liaquat University of Medical & Health Sciences Jamshoro**

**Telephone No.022-9213331 Fax # 0229213332**

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

11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and

other relevant information about the works to be performed.

**13.1 Amount of Bid Security**

(2% of bid amount)

**14.1 Period of Bid Validity**

90 Days (Ninety)

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

One original plus ONE copies.

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

**Office of the Director Works & Services LUMHS Jamshoro**

**Telephone No.022-9213331 Fax # 0229213332**

**15.1 Deadline for Submission of Bids**

AS PER NIT.

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

Venue: AS PER NIT

time: AS PER NIT

Date: AS PER NIT

**16.4 Responsiveness of Bids**

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

**16.9 Price Adjustment:**

- (iii) Price Adjustment for Deviations in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the



Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate \_\_\_\_\_ per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**

(LETTER OF OFFER)

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

\_\_\_\_\_

(Name of Works)

To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of \_\_\_\_\_ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security

referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

\_\_\_\_\_  
(Name of Bidder in Block Capitals)

(Seal)

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

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

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

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

\_\_\_\_\_

**[SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

**SCHEDULE – A TO BID**  
**SCHEDULE OF PRICES**

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices	26
2.	Schedule of Prices	29
	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices	

\* [To be prepared by the Engineer/Employer]

**PREAMBLE TO SCHEDULE OF PRICES**

**1. General**

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

**2. Description**

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

**3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' Unites (SI Units).

\_\_\_\_\_  
\_\_\_\_\_

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

**4. Rates and Prices**

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed

## SCHEDULE - A TO BID

among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

\*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

\*(Employer may modify as appropriate)

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

### 5. Bid Prices

#### 5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

#### 5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

### 6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Engineer/Employer to utilise such sums.



**SCHEDULE A (SCHEDULE OF PRICES)**

**Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at PNS LUMHS Jamshoro**

Sr. #	DESCRIPTION	COST (RS.)
1	<b>Total Tender Cost of Civil Works</b>	
	Part A Civil works Scheduled Items	=
	Part B Civil Works (Non-Scheduled Items)	
2	<b>Total Tender Cost of Public Health Works</b>	
	(Plumbing/Sanitation, Water Supply, Sewerage etc.)	
	Part C Water Supply and Sanitary Fitting (Non Schedule Items)	=
3	<b>Total Tender Cost of Electrical Works</b>	
	Part D Electrical Works (Scheduled Items)	=
	Part E Electrical Works (Non- Scheduled Items)	=
3	<b>Total Tender Cost of Interim relief / Difference cost of material</b>	
	<b>NET TOTAL</b>	
4	<b>Total Tender Cost (RS.)</b>	=
	<b>SAY (RS.)</b>	=

**SCHEDULE - A TO BID**

**SCHEDULE OF PRICES**

**SCHEDULE-B ( SCHEDULE OF PRICE)**

**Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at  
PNS LUMHS Jamshoro**

**PART A CIVIL WORKS (SCHEDULED ITEMS)**

<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>CSR Rate (RS.)</b>	<b>Amount (RS.)</b>
	Scheduled Items					
1	Item#33(A) Page#13	Removing door with chowkat	P. Nos	113.00	142.18	16066.34
2	Item#33 b Page#13	Removing Window and sky light with chowkat	P. Nos	35.00	102.85	3599.75
3	Item#33 b Page#13	Removing Ventilator with chowkat	P. Nos	4.00	51.43	205.72
4	Item#14 Page#10	Dismantling pacca brick in masonry	% Cft	4605.00	1134.38	52238.20
5	Item#19 c Page#11	Dismantling reinforced cement concrete separating reinforcement from concrete cleaning and straightening the same	% Cft	125.00	5445.00	6806.25
6	Item#53 Page# 15	Removing Cement or lime plaster	% Sft	500.00	121.00	605.00
7	Item#19 c Page#11	Dismantling cement concrete plain 1:2:4	% Cft	587.44	3327.50	19546.90
8	Item#54B Page#	Scraping Ordinary distemper, oil bound distemper or paint on walls.	%Sft	135650.0 0	226.88	307762.72
9	Item#5 Page#17	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (Specs. 20.1) a) Ratio 1:4:8	% Cft	370.00	11288.75	41768.38
10	Item#5(i)d Page#24	Pacca brick work in ground floor in: (Specs. 21.1)Cement sand mortar (1:6).				
	(A)	Ground Floor	% Cft	2000.00	12674.36	253487.20
	(B)	First Floor	% Cft	1500.00	12674.36	190115.40

**SCHEDULE - A TO BID**

11	Item#11(c) Page#57	Cement plaster 1:6 upto 20' height. (Specs.25.1-25.6) a) 1/2" thick	% Sft	10160.00	2206.60	224190.56
12	Item#11(c) Page#57	Cement plaster 1:4 upto 20' height. (Specs.25.1-25.6) a) 3/8" thick	% Sft	10160.00	2197.52	223268.03
	Scheduled Items					
13	Item#29 Page#72	Providing and fixing G.I frames /Choukhats of size 7" x 2" or 4 1/2" x 3" for door using 20 gauge G.I sheet I/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage , tools and plants used in making and fixing.	P.Sft	3278.00	228.90	750334.20
14	Item#5 Page#17(f)	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (Specs. 20.1) a) Ratio 1:2:4	% Cft	3091.46	14429.25	446073.91
15	Item#44 Page#46	Providing and fixing plaster of Paris ceiling border of 8" - 10 " with of specified design & thickness i/c fixing besides ceiling with nails/ screws with jetties.	PRft	1500.00	104.22	156330.00
16	Item No. 45 Page No. 45	Providing & fixing plaster of paris center piece of 2 – 0 ft dia i/c fixing in ceiling with nails / screws	Each	30.00	346.50	10395.00
17	Item#24(c) Page#59	Distempering (Three Coats).	%Sft	23236.00	1079.65	250867.47
18	Item#43 Page#61	Preparing the surface and painting with Matt finish I/c rubbing the surface with Bathy (silicon carbide rubbing brick) filling the voids with zink /chalk / plaster of Paris mixture, applying first coat premix, making the surface smooth and then painting	%Sft	135650.0 0	3444.38	4672301.47
19	Item#16(d) Page#47	Providing and laying 3" thick topping cement concrete (1:2:4) including surface finishing and dividing in to panels. (The rate includes the rate of patties separators in joints and extra labour Cost above G.F). (Specs. 24.9).	% Sft	35878.00	4473.20	1604894.70

**SCHEDULE - A TO BID**

20	Item 38 page 56	Preparing the surface and painting with weather coat i/c rubbing the surface with rubbing brick/ sand Paper,filling the void s with chalk/ plaster of Paris and then painting with weather coat of approved make.	% Sft	122500.0 0	2567.00	3144575.00
21	Item#92 Page#109	Providing Anti -termite treatment by spraying /sprinkling /spreading heptachlar 0.5% Emulsion as an overall pre - construction treatment in slab type construction under the slab and along attached perches or entrances etc, complete as per directions of Engineer Incharge.	Psft	85000.00	9.74	827900.00
22	Item#60 Page#65	Providing and fixing with sunk iron screws wooden Architrave approved design/ shape having width not less than 2- 1/2 inches as directed by Engineer Incharge.	Prft	3278.00	49.97	163801.66
23	Item#62 Page#66	Galvanized wire gauzed 144 mesh psq inch of 20 swg fixed to chowkat w/o deodar patti	PSft	4000.00	104.22	416880.00
24	Item#43 Page#61	Preparing the surface and applying rock wall / shield (Natural wall texture ) coating to provide durable crust to wall, thickness b/w 2mm to 32mm (1/8" ) with acrylic co-polymer emulsion, selected marble chips, adhesive and bactericides, water resistance	% Sft	9432.00	4504.50	424864.44
25	Item#6 Page#17	Reinforced Cement concrete work including all labour and material except the cost of reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms mould: lifting shuttering curing rendering and finishing the exposed surface (i/c screening and washing of shingle)				
	Item#6a(i) Page# 18	(a) R.C. work in roof slab, beams columns rafts, lintels and other structural members laid in situ or precast laid in position complete in all respects.  i) Ratio (1:2:4) 90 Lbs. Cement 2 Cft. Sand 4 Cft. Shingle 1/8" to 1/4" gauge.				
		first floor	Per Cft	500.00	349.10	174550.00
26	Item 70	Applying chemical polishing on existing mosaic /Marble flooring / dado including cleaning, grinding with carborundum stone / sand paper and applying chemical polish as per requirement.	Psft	125000.0 0	36.30	4537500.00

**SCHEDULE - A TO BID**

		<b>TOTAL (Civil Work Scheduled Items)</b>		<b>18920928</b>
			Above below	
		<b>G. TOTAL (Civil Work Scheduled Items)</b>		

**SCHEDULE-B ( SCHEDULE OF PRICE)**

**Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at PNS LUMHS Jamshoro**

**PART B CIVIL WORKS (NON-SCHEDULED ITEMS) .**

<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
1	Item#7a Page#19	Providing and laying hard grade (minimum yield point 60,000 per square inch) reinforcement bars and including the cost of straightening, removing twists, cutting, bending, binding, welding, wastage, overlaps, and placing the steel in position, tying with binding wire and cement concrete 1:2:4 precast or M.S. chairs; (Deformed bars)	Pton	2.50		
2		Providing fixing coloured Glazed tile 18" x 12" x 1/4" / 10"x 13"x1/4"thick or approved size and color , shade laid in pigment over 1:2 cement sand mortar 3/4" thick including finishing. (for walls & floor) as approved and directed by Engineer Incharge ( Prime Quality Master/ Shabir make or equivalent)	P.Sft	7520.00		
3		Providing and Applying Spirit Polish of best quality on doors	Psft	9544		
4		Providing and fixing 1-3/4 inch (44 mm) thick best quality of deodar wood shutters fully paneled with same wood, approved iron hinges with barrings and brass tower bolts, nails, screws, stoppers, brass aldrop etc., as required & approved by engineer incharge	P.Sft	3872.00		
5		Supplying & fixing in position Aluminium channels framing 2mm thick frame for sliding windows & ventilators of Al cop made with 5mm thick tinted glass glazing (Belgium) & Aluminium fly screen i/c handles stoppers & locking arrangement etc. complete. (teak wood color)	PSft	150		

**SCHEDULE - A TO BID**

6		Providing & Fixing false ceiling of imported gypsum sheet in panels of boral make approved design and size i/c making frame of metallic and hanged with Nail wire to ceiling etc complete in all respect entire satisfaction of Engineer In charges.	PSft	18648		
7		Providing & Fixing PVC Sheet wall Panelling or lining(Printed) on walls, Jambs, skirting etc., on wall etc complete as per instruction of Engineer Incharge	PSft	22500		
8		Provide Fixing Granite Slab 3/4" thick of approved size and shape and superior quality laid over 1:2 cement sand mortar 3/4" thick including making golas ,finishing and polishing etc Complete	PSft	400.00		
9		Providing and Fixing in position Handle lock /door lock of approved quality for wooden door etc complete	Each	60.00		
10		Providing and Fixing name plate of made with 12 mm glass including writing specific name with sticker printed paper	Each	50.00		
11		Providing and fixing Fancy Type Window blinds horizontal/ vertical of approved with roller with clips etc complete as approved by engineer incharge	PSft	7133.00		
12		Providing and Fixing Hydraulic door closure of approved quality	Nos	30.00		
13		Providing and Applying Elastio meric cementious water proofing coating along with non woven cloth, applied as per manufacturer instruction of Engineer Incharge Two Coats	Psft	35878.00		
		<b>GRAND-TOTAL (Civil Non-Scheduled Items) (RS.)</b>				

## SCHEDULE-B ( SCHEDULE OF PRICE)

### Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at PNS LUMHS Jamshoro

#### PART C WATER SUPPLY AND SANITARY FITTING (NON SCHEDULED ITEMS)

BOQ's Item #	CSR-2012 Item/Page	Descriptions	Unit	Quantity	Unit Rate (RS.)	Amount (RS.)
1	N.S.I.	Providing & fixing Floor Trap (Dadex Nikassi or equivalent) 6" x 3" or 6" x 2" of approved quality i/c the cost of cutting of floor etc complete in all respect as directed by Engineer Incharge	Each	50.00		
2	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( Dadex Nikassi or equivalent) <b>Plain Bend / Elbow</b> of 45 degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" x 4" dia	Each	15.00		
3	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( Dadex Nikassi or equivalent) <b>Plain Bend / Elbow</b> of 90 degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" x 4" dia	Each	25.00		
4	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( Dadex Nikassi or equivalent) <b>Y - Tee</b> of any degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" x 4" x 4" dia	Each	15.00		
5	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( Dadex Nikassi or equivalent) i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" Dia	P.Rft	1200.00		
6	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( Dadex Nikassi or equivalent) <b>Socket</b> i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" Dia	Each	24.00		

7	N.S.I.	Providing & fixing G.I. pipes & fittings medium quality complying to BSS 1387 (1985) shall be workable on 70 PSI working pressure and all piping / fitting shall be tested on 125 PSI i/c cutting / breaking through walls, floor, road or where required etc (medium quality) IIL-M				
<b>A</b>	N.S.I.	<b>½" Dia</b>	P.Rft	450.00		
<b>B</b>	N.S.I.	<b>¾" Dia</b>	P.Rft	400.00		
<b>C</b>	N.S.I.	<b>1" Dia</b>	P.Rft	450.00		
<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
8	N.S.I.	Providing & fixing Eastern W.C. superior imported quality of porta or equivalent of approved shade i/c the flush tank etc complete in all respect as directed by Engineer Incharge	Each	32.00		
9	N.S.I.	Providing & fixing polyvinyl chloride unplasticized (PVC)-u Flow Line Pipe 200mm for sewerage/ drainage of approved quality (Dadex make or equivalent) i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 8" Dia	P.Rft	400.00		
<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
10	N.S.I.	Making and Constructing manhole for the requirement size of 2' x 2' and 3'-6' depth of walls of B B in cement mortar 1:3,cement plastered 1:3, 1/2 " thick inside of walls and 1 "(25 mm) thick over benching and channel i/c fixing R.C.C. cover of clear opening 2'.5" x 2'.5" and walls duly painted from outside etc complete as per specification and drawing I/S 2' X 2' X 3.5	Each	10.00		
11	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plain Tee</b> i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge4" x 4" x 4" dia	Each	34.00		



12	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plug Bend / Elbow</b> of any degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" x 4" dia	Each	20.00		
13	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plug Tee</b> i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 4" x 4" x 4" dia	Each	10.00		
14	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plug Bend / Elbow</b> of any degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 3" dia	Each	2.00		
<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
15	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plain Tee</b> i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge <b>3" dia</b>	Each	35.00		
16	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Socket</b> i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge <b>3" Dia</b>	Each	8.00		
17	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plain Bend / Elbow</b> of 45 degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 3" dia	Each	32.00		
18	N.S.I.	Providing & fixing unplasticized polyvinyl chloride (UPVC) of approved quality ( (Dadex Nikassi or equivalent) <b>Plain Bend / Elbow</b> of 90 degree i/c the cost of cutting / breaking walls, floor or where required etc complete in all respect as per directions of Engineer Incharge 3" dia	Each	16.00		

<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
19	N.S.I.	Providing & fixing Handle valves of approved quality etc complete in all respect as directed by Engineer Incharge				
20	N.S.I.	<b>½" Dia</b>	Each	79.00		
21	N.S.I.	<b>1" Dia</b>	Each	19.00		
22	N.S.I.	<b>¾" Dia</b>	Each	5.00		
23	<b>N.S.I.</b>	Providing & fixing European W.C. superior imported quality of porta or equivalent of approved shade i/c the flush tank etc complete in all respect as directed by Engineer Incharge	Each	10.00		
24	N.S.I.	Providing & fixing Wash basin superior imported quality of porta or equivalent of approved shade etc complete in all respect as directed by Engineer Incharge	Each	32.00		
25	N.S.I.	Providing & fixing long Bib cock of Master economy type or equivalent etc complete in all respect as directed by Engineer Incharge	Each	60.00		
26	N.S.I.	Providing & fixing Stop cock of Master economy type equivalent etc complete in all respect as directed by Engineer Incharge	Each	170.00		
<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
27	N.S.I.	Providing & fixing Wash basin mixer of Master economy type or equivalent etc complete in all respect as directed by Engineer Incharge	Each	40.00		
28	N.S.I.	Providing & fixing Nylon connection of Master economy type or equivalent etc complete in all respect as directed by Engineer Incharge	Each	500.00		
29	N.S.I.	Providing & fixing stainless steel Kitchen sink of 20 gauge Master economy type or equivalent. The sink will be fitted in cabinet etc complete in all respect as directed by Engineer Incharge	Each	2.00		
30	<b>N.S.I.</b>	Providing & fixing Muslim shower jet in all W.C. confirming to Master economy type or equivalent etc complete in all respect as directed by Engineer Incharge	Each	32.00		

31	N.S.I.	Providing & fixing stainless steel floor drain with (16 gauge) stainless steel Grating 5" dia of approved quality etc complete in all respect as directed by Engineer Incharge	Each	110.00		
32	N.S.I.	Supplying & fixing Bath room accessories set (7 Piece ) I/c towel rod, Paper holder soap tray, shelf, mirror 24" x 18" size of approved design I/c cost of screws, nuts etc Complete.(Master Braqnd).	Each	10.00		
33	N.S.I.	Providing & fixing looking face mirror of best quality with polish i/c fixing on wall etc complete	Psft	332.00		
34	N.S.I.	Provide Fixing Laboratory sink mixture master economy type or equivalent etc complete in all respect as directed by Engineer Incharge	Each	5.00		
<b>Sub Total Cost</b>						

## SCHEDULE-B ( SCHEDULE OF PRICE)

### Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at PNS LUMHS Jamshoro

#### PART D ELECTRICAL WORKS (SCHEDULED ITEMS)

BOQ's Item #	CSR-2012 Item/Page	Descriptions	Unit	Quantity	Unit Rate (RS.)	Amount (RS.)
1	Item#124 Page#15	Wiring for light or fan point with 1/1.13(3/.029(PVC) insulated wire in 25mm(3/4")PVC conduit recessed in the wall or column as required	per point	250.00	1130.00	282500
2	Item#10 Page#2	Providing and laying (Main or sub main )PVC insulated with size 2-7/.29 copper conductor in 3/4"dia PVC conduit recessed in the wall as required.	Per meter	1000.00	222.00	222000
3	Item#12 Page#2	Providing and laying (Main or sub main )PVC insulated with size 2-7/.044 copper conductor in 3/4"dia PVC conduit recessed in the wall as required.	Per meter	1500.00	341.00	511500
4	Item#232 Page#33	Providing & Fixing Brass batten holder.	Each	100.00	70.00	7000
5	Item#228 Page#33	Providing & fixing baklite ceiling rose with two terminals	Each	100.00	72.00	7200
6	Item 102 page 12	Providing and laying (Main or sub main )PVC insulated PVC sheeted 4 Core 25 mm.	Per meter	98.17	1909.00	187407
7	Item PAGE 12 103	Providing and laying (Main or sub main )PVC insulated PVC sheeted 4 Core 35 mm.	Per meter	146.90	2529.00	371520
8	ITEM PAGE 12 104	Providing and laying (Main or sub main )PVC insulated PVC sheeted 4 Core 50 mm.	Per meter	274.92	3312.00	910533
9	ITEM PAGE 12 105	Providing and laying (Main or sub main )PVC insulated PVC sheeted 4 Core 70 mm.	Per meter	306.01	4722.00	1444968
<b>GRAND TOTAL (Electrical Scheduled Items) (Rs.)</b>						<b>3,944,628</b>
				Above/BELOW		
<b>GRAND TOTAL (Electrical Scheduled Items) (Rs.)</b>						

## **SCHEDULE-B ( SCHEDULE OF PRICE)**

### **Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at PNS LUMHS Jamshoro**

#### **PART E ELECTRICAL WORKS (NON- SCHEDULED ITEMS)**

<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
1		P/F telephone wiring with conduit/ channel with imported cat-5 cable 3M/ A net make. Complete with connections at terminal blocks and outlets. (Pakistan cable or equivalent)	Prft	150.00		
2		Wiring with CAT - 6 cable (3M/A net cable ) with capping and casing fix on a wall and connection both end RJ45 connector. (Pakistan cable or equivalent)	Per Rft	1000.00		
3		P/F of A/C ceiling fan 56" sweep including fixing on and necessary connection (Pak & Royal)	Each	50.00		
4		P/F wall bracket fan 16" to 18" sweep including fixing on wall and necessary connection (Pak & Royal)	Each	30.00		
5		S/F Switches & Sockets sheet fancy type having provision 6 to 8 holes i/c PVC board complete. Approved by Engineer Incharge.	Each	60.00		
6		P/F 1-40 Watts LED tube light complete with 40 Watts 4'-0" long including necessary electric connection and fixing on wall or ceiling etc. complete.(Philips Make)	Each	60		
7		P/F Energy Saver superior quality including fixing on existing holder etc. complete.Philips Make)	Each	100.00		
8		Providing and fixing 24"X 24" LED ceiling mounted fancy light fitting apporved make having round/oval/square shape with glasses shade for 24 W complet in all respects, satisfaction of engineer incharge. Philips or equivalent	Each	80.00		
9		P/F of Telephone outlet 2 gang clipsal make fixed on PVC box	Each	20.00		

10		P/F PVC copper wire No: 2.5mm ( Pioneer/ Pakistan Cable) single core insulated wire as earth continuity conductor with any given mains of sub mains in all system of wiring including PVC pipe.(Pakistan cable or equivalent)	Per meter	2500.00		
11		Providing and fixing Universal multi purpose fancy type 15 amps with PVC board etc complete as approved by Engineer Incharge	Each	147.00		
12		Providing fixing Circuit Breaker 6 Amps to 63 Amps D.P including fixing on a prepared board and necessary connection.	Each	104.00		
13		Providing & Fixing Dimmer / Ceiling fan regulator on Existing board recessed in the walls or columns and coveed etc complete	Each	50.00		
<b>BOQ's Item #</b>	<b>CSR-2012 Item/Page</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (RS.)</b>	<b>Amount (RS.)</b>
15		Providing and fixing Distribution board 16 SWG MS sheet with appropriate size angle iron frame (Clipsal ) the Panel has suitable sheet steel cover with buitent lock arrangement The panel shall be applied with Red Oside base paint first and the finally finished in enamel spray phase 4 wire 50 cycle A/C system comprising the following <b>Income</b> 2 No. 100 Amp Tp <b>Out going</b> 20 No. 30 Amp S.P Breaker Pilot light (3 No.) All circuit breaker & T.Ps Hager Terasaki Japan	Each	6.00		
17		P/F Search Light/ flood light 400 W with choke, starter,ignitor etc complete in all respect and entire satisfaction of engineer incharge.	Each	12.00		
23		Making boring for earth for electric purpose in water bearing soil upto 110 ft depth from ground level including sinking & with drawing of casing pipe 6"dia the rate also includes 6"dia pipe earth wire copper & 3/4"thick earth rod etc complete the rate also includes oil charges etc complete	Prft	100.00		
<b>GRAND TOTAL (Electrical Non Scheduled Items) (Rs.)</b>						

**SCHEDULE-B ( SCHEDULE OF PRICE)**

**Rehabilitation of Existing Building of PNS & Improvement & Furnishing Auditorium Hall at  
PNS LUMHS Jamshoro**

**PART F INTERIM RELIEF / DIIFERENCE OF MATERIAL**

<b>BOQ's Item #</b>	<b>Reference No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1		Cement	Per Bag	2526	650.00	1,641,900
2		Bricks	P%0 Nos	47250.00	6000.00	283,500
3		Hill sand	%cft	7469.00	735.00	54,897
4		Stone Bajri	%cft	11408.00	1525.00	173,972
5		GI FRAME	Pcwt	66.701	7600.00	506,928
6		Emulsion Paint	per Gallon	805.00	1940.00	1,561,700
7		Weather Paint	per Gallon	684.00	1630.00	1,114,920
8		Distemper THREE Coats	per Gallon	267.00	1100.00	293,700
<b>GRAND TOTAL (Rs.)</b>						<b>5,631,517</b>

**SCHEDULE – C TO BID**

**WORKS TO BE PERFORMED BY SUBCONTRACTORS**

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
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**Note:**

1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.



## **SCHEDULE – D TO BID**

### **PROPOSED PROGRAMME OF WORKS**

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

## **SCHEDULE – E TO BID**

### **METHOD OF PERFORMING WORKS**

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

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

**SCHEDULE – F TO BID**

**(INTEGRITY PACT)**

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

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

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten 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]

## **CONDITIONS OF CONTRACT**

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### CONDITIONS OF CONTRACT

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## **CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

##### **The Contract**

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

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

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

1.1.6 “Party” means either the Employer or the Contractor.

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

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

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

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges

but does not include any allowance for profit.

### **Other Definitions**

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

### **1.2 Interpretation**

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

### **1.3 Priority of Documents**

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

### **1.4 Law**

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

#### 1.5 **Communications**

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

#### 1.6 **Statutory Obligations**

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

### 2. **THE EMPLOYER**

#### 2.1 **Provision of Site**

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

#### 2.2 **Permits etc.**

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

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

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

#### 2.4 **Approvals**

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

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

#### 3.1 **Authorised Person**

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

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

The name and address of Engineer's/Employer's Representative is given in



Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

#### **4. THE CONTRACTOR**

##### **4.1 General Obligations**

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

##### **4.2 Contractor's Representative**

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

##### **4.3 Subcontracting**

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

##### **4.4 Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

#### **5. DESIGN BY CONTRACTOR**

##### **5.1 Contractor's Design**

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

## 5.2 **Responsibility for Design**

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

## 6. **EMPLOYER'S RISKS**

### 6.1 **The Employer's Risks**

The Employer's Risks are:-

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

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

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

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

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

the Employer shall extend the Time for Completion as determined.

### **7.4 Late Completion**

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

## **8. TAKING-OVER**

### **8.1 Completion**

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

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

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

Period.

## **9. REMEDYING DEFECTS**

### **9.1 Remediating Defects**

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

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

### **9.2 Uncovering and Testing**

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

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

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

### **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used

as the basis for valuation, or failing which

- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

### 10.3 **Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

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

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

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

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

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

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

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

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, 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 in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

(b) **Valuation of the Works**

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

11.2 **Monthly Statements**

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

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

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

11.3 **Interim Payments**

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

11.4 **Retention**

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

11.5 **Final Payment**

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

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

#### 11.6 **Currency**

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

### 12. **DEFAULT**

#### 12.1 **Default by Contractor**

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

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

#### 12.2 **Default by Employer**

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

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

#### 12.3 **Insolvency**

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

#### 12.4 **Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant

reasonably delivered to the Site, adjusted by the following:

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

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

### **13. RISKS AND RESPONSIBILITIES**

#### **13.1 Contractor's Care of the Works**

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

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

#### **13.2 Force Majeure**

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

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

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

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



- c) less any sums to which the Employer is entitled.

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

## **14. INSURANCE**

### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

### **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 hereabove, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and

binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

### 15.3 **Arbitration**

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

## 16 **INTEGRITY PACT**

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

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

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

## CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

### Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any  
(To be listed by the Employer)

1.1.4 **The Employer** means

\_\_\_\_\_

1.1.5 **The Contractor** means

\_\_\_\_\_  
\_\_\_\_\_

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion** (06) SIX MONTHS

(The time for completion of the whole of the Works should be assessed by the Employer)

1.1.20 **Engineer**

\_\_\_\_\_  
\_\_\_\_\_

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) \_\_\_\_\_
- (j) \_\_\_\_\_

(The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the Commencement Date\*

3.1 **Authorised person :\_Representative of Works & Services dept:**

3.2 **Name and address of Engineer's/Employer's representative**

\_\_\_\_\_

4.4 **Performance Security:**Amount 2% bid Cost and 6% Security Deposited will be deducted from Bill  
Amount \_\_\_\_\_

Validity: **06 months after completion of work in all respects**

(Form: As provided under Standard Forms\* of these Documents)

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's \_\_\_\_\_

7.2 **Programme:**

**Time for submission:** Within fourteen (14) days\* of the Commencement Date.

**Form of programme:** \_\_\_\_\_ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.05% per day up to a maximum of (10%) \* of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 **Period for remedying defects**

**06 months period after issuance of completion certificate from works & services) or handing over the possession of building.**

10.2 (e) **Variation procedure:**

Daywork rates \_\_\_\_\_  
\_\_\_\_\_ (details)

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

Payment of Contract Price shall be made in the following manners:

**a)Mobilization Advance**

(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above 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 to the Procuring Agency;
- Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of

bills is less than five (05) then 1/5<sup>th</sup> of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) **Secured Advance on Materials**

- The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency 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:
  - The materials are in accordance with the Specifications for the Permanent Works;
  - 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 but at the risk and cost of the Contractor;
  - 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;
  - 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;
  - 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;
  - 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;
  - Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
  - Detailed account of advances must be kept in part II of running account bill; and
  - 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 definitely not for full quantities of materials for the entire work/contract

**Recovery of Secured Advance:**

- Secured Advance paid 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); other conditions.
- As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced by making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, || equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
  - The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
  - value of secured advance on the materials and valuation of variations (if any).
  - Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 \*(a) **Valuation of the Works:**

- Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR (as per BOQs),

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\* (Employer to amend as appropriate)

11.2 (b) **Percentage of value of Materials and Plant:**

Materials	eighty (80%)*
Plant	ninety (90%)*

11.3 **Percentage of retention:** (8%)(2%+6%)=SIX (6%) FROM EACH  
BILL

11.6 **Currency of payment:** Pak. Rupees

14.1 **Insurances:**

**Type of cover**

The Works

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

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\* (Employer to amend as appropriate)

**Type of cover**

Third Party-injury to persons and damage to property

\_\_\_\_\_  
(The minimum amount of third party insurance should be assessed by the Employer and entered).

Workers:

\_\_\_\_\_  
\_\_\_\_\_

Other cover\*:

\_\_\_\_\_

(In each case name of insured is Contractor and Employer)

**14.2 Amount to be recovered**

Premium plus \_\_\_\_\_ percent (\_\_\_\_%).

**15.3 Arbitration**

Place of Arbitration: Vice Chancellor LUMHS Jamshoro District Kotri/Sindh.

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\* (Employer to specify as appropriate)



## STANDARD FORMS

**(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).**

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

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

(Letter by the Guarantor to the Employer)

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

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

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

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Employer;  
and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) the Principal withdraws his Bid during the period of validity of Bid, or
  - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
  - (c) failure of the successful bidder to
    - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
    - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and

not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, 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 then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

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

Witness:

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

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

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

\_\_\_\_\_

3. Title

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

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

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

Corporate Guarantor (Seal)

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

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

(Letter by the Guarantor to the Employer)

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

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

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

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

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
	2. Name _____
_____ Corporate Secretary (Seal)	3. Title _____
2. _____	
_____ (Name, Title & Address)	_____ Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

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

Signature of the Employer

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

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

## FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

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

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

(Letter by the Guarantor to the Employer)

WHEREAS the \_\_\_\_\_ (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 Rs. \_\_\_\_\_ Rupees \_\_\_\_\_) 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 advance payment for the performance of his obligations under the said Contract.

AND WHEREAS \_\_\_\_\_ (Scheduled Bank) (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 fulfillment 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, as aforesaid, 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 come into force as soon as the advance payment has been credited to the account of the Contractor.



This Guarantee shall expire not later than \_\_\_\_\_

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

	_____ Guarantor (Scheduled
Bank)	
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	
_____	_____
(Name, Title & Address)	Corporate Guarantor (Seal)

## **SPECIFICATIONS**

### **[Note for Preparing the Specifications**

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

## **\*DRAWINGS**

\* (Note: The Engineer/Employer may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).