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INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

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

IB.3 Eligible Bidders (and Qualification Criteria)

- 3.1 This Invitation for Bids is open to the bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works; and
 - b. Qualified for the Works by the Employer and meeting the Qualification Criteria described in the Bidding Data Sheet.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the

Works. All cost in this respect shall be at the bidder's own expense.

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

- 7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data Sheet.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specification – Special Provisions
6. Specification – Technical Provisions
7. Form of Bid and Appendices to Bid
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Forms of Performance Security and Mobilization Advance Guarantee.
12. Drawings

- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

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

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

IB.9 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.10 Language of Bid

- 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A&B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
 - (a) The bid and in case of a successful bid, the Contract Agreement shall be signed so as to be legally binding on all partners;
 - (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;

- (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Letters of Bid and in the JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill rate percentage above/below from MES schedule of rates – 2014 amended up to date and price of all work to be carried out at execution stage will be based upon rate percentage quoted by contractor in priced bid.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.

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

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

IB.13 Currencies of Bid and Payment

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

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

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

- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security;
 - (ii) Sign the Contract Agreement, or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the **bid may be rejected**.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it “ORIGINAL - TECHNICAL BID” and “ORIGINAL - PRICE BID”. In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initialed by the

- person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letters of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS (FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE)

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.
 - (c) The technical bid should comprise of documents listed in IB11.1 (A) & the price bid should comprise of documents listed in IB 11.1 (B) which shall be placed in separate envelopes in accordance with IB 11.1.
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the Bidding Data Sheet;
 - (b) Bear the name and identification number of the contract as defined in the Bidding Data Sheet; and
 - (c) Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data Sheet.
- 19.3 In addition to the identification required in IB 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer at the address specified no later than

the time and date stipulated in the Bidding Data Sheet.

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

IB.21 Late Bids

- 21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

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

E BID OPENING AND EVALUATION (FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR)

IB. 23 Bid Opening

- 23.1 The Employer will open the Technical Bids in public at the address, date and time specified in the Bidding Data Sheet in the presence of Bidders` designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening.
- 23.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 23.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with IB 23.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 23.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with IB 23.1. The Bidders` representatives who are present shall be requested to sign the record. The omission of a Bidder`s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 23.5 Other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a Bid Security, if required; and
 - (d) Any other details as the Employer may consider appropriate.

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

shall be considered for evaluation.

Preliminary Examination of Technical Bids

- 23.6 a) The Employer shall first examine qualification and experience Data as per Appendices M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in Appendices M and N. Only substantially responsive qualification shall be considered for further evaluation.
- b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of Technical Bid as required under these Bidding Documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Documents and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) The Bid Prices, including any discounts and alternative offers; and
 - (d) Any other details as the Employer may consider appropriate.

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

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting

substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

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

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

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

IB.28 Evaluation and Comparison of Bids

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

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

- (a) Making any correction for errors pursuant to Clause IB.27;
- (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
- (c) Making an appropriate adjustment for any other acceptable variation or deviation.

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

Bid evaluation.

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

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 23.6(a) and 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

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

IB.31 Notification of Award

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

- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

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

IB.33 Signing of Contract Agreement

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

IB. 34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interalia, reject his bid and/or refer the case to the Pakistan Engineering Council (PEC). Upon such reference, PEC in accordance with its rules, procedures and relevant laws of the land take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for similar works.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-L to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder **non-responsive**.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

BIDDING DATA

Bidding Data

The following specific data for the Works to be bided 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 and Address of the Employer:

National University of Technology
IJP Road, Sector I-12, Islamabad
Islamic Republic of Pakistan
Tel: +92 51 5476768, 5476809
Fax: +92 51 5476769, 5476767

1.1 Name of the Project

Term Contract for Repair/Maintenance of External Services at National University of Technology, Islamabad.

2.1 Name of the Borrower/Source of Financing/Funding Agency

The Employer is funding the project through funds provided by Government of Pakistan.

3. Eligible Bidders (and Qualification Criteria)

- a. Each individual bidder must have valid registration by PEC.
- b. Must be registered with FBR having valid NTN.
- c. Each individual bidder and all members of JV must have valid PEC Registration in the following categories:-

Minimum PEC Category Required	
Individual / Lead Firm in JV	C-5 above with specialization in CE-10 / C5 (11)
Member Firm in JV	PEC Category as per share in JV

- d. An individual bidder or JV meeting the above said conditions 3(a),(b) & (c) will be considered for further evaluation and will be qualified if it meets the following Criteria:
 - i) Similar Works Experience:
 - (a) Each individual bidder must have completed at least one (01) Contract (but not more than one Contract summed up for their values in this regard) of similar size and complexity as a Contractor or Management Contractor with a value of minimum **Rs. 35 Million** during last seven (07) years;
 - (b) In case of a joint venture, if one of the partners in a JV alone fulfills the threshold in criterion (mentioned in sub-para (a) above), others need not be assessed to fulfill it, otherwise (i.e. no JV member has

completed any similar works of value equivalent to threshold then) each partner shall be assessed independently to fulfill the part of threshold which will be determined as per its share in the JV;

- ii) Has an Average Annual Turnover of minimum **Rs. 20 Million**; in case of JV each partner must fulfill the Criteria with respect to its share in the JV Agreement;
- iii) Has a minimum Cash Flow of **Rs. 5 Million**; in case of JV each partner must fulfill the Criteria with respect to its share in the JV Agreement;
- iv) Past or present performance of the bidder as contractor is satisfactory with all executing agency and the contractor has not been blacklisted earlier by any government agency / authority / organization.

4.1 One Bid per Bidder

Out of a parent organization and / or sister organizations, only one entity shall submit a Bid. If more than one Bid is submitted by the entities belonging to same parent organization and / or being sister organizations, all such Bids shall be rejected to avoid Conflict of Interest.

7.1 Contents of Bidding Documents

The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued

- i. Instructions to Bidders.
- ii. Bidding Data Sheet.
- iii. Letter of Technical Bid.
- iv. Letter of Price Bid.
- v. Appendices to Bid (A through P to Bid).
- vi. Forms of Bid Security and Credit Line Facility.
- vii. Form of Performance Security.
- viii. Forms of Contract Agreement, and Mobilization Advance Guarantee.
- ix. General Conditions of Contract, Part-I (GCC).
- x. Particular Conditions of Contract, Part-II (PCC)
- xi. Special Provision (Contractual)
- xii. MES Schedule of rates - 2014 (amended up to date)
- xiii. Technical Instructions/Information Sheets of Engineer in Chief's branch, GHQ

8.1 Time Limit for Clarification

Minimum number of days to seek clarification by the prospective bidder is **seven (7)** days before the latest deadline for submission of Bids.

10.1 Bid Language

The same language in which the Bidding Documents are written i.e. English, should be used for preparation of Bid, however if a bidder provides any supporting documents in language(s) other than English, in such case the accurate and authenticated translation of the documents in English language shall be submitted.

11.(A) The Bidder shall submit with its Technical Bid (**Envelope-A**) the following documents detailed in **7 (C)** hereunder:

- (a) Written confirmation (Power of Attorney) authorizing a person to submit the Bid.

- (b) Written confirmation (Power of Attorney) authorizing the signatory of the Bid to commit the Bid on behalf of the Bidder.
- (c) Letter of Technical Bid.
- (d) Bid Security.
- (e) Copy of Articles of Incorporation or Constitution of the Bidder as a legal entity.
- (f) Valid Certificate of Registration (Constructor's License) from Pakistan Engineering Council.
- (g) Certified audit reports for last three (3) years.
- (h) Joint Venture Agreement or the Letter of Intent to execute the JV Agreement (if applicable).
- (i) Pending litigation and No Blacklisting information.
- (j) Special Stipulations (filled by Employer) (Appendix – A)
- (k) Proposed Construction Schedule. (Appendix – E)
- (l) Method of Performing the Work. (Appendix – F)
- (m) List of Major Equipment – Related Items. (Appendix – G)
- (n) Construction Camp and Housing Facilities. (Appendix – H)
- (o) List of Sub-contractors (Appendix – I)
- (p) Organization Chart for Supervisory Staff and Labor. (Appendix – K)
- (q) Integrity Pact. (Appendix – L)
- (r) Financial Competence and Access to Financial Resources. (Appendix – M)
- (s) Past Performance/ Experience. (Appendix – N)
- (t) Qualification of Key Staff. (Appendix – O)
- (u) Current Commitments / Projects in Hand. (Appendix – P)
- (v) Form IT.1(Income Tax)

11.(B) The Bidder shall submit with its Price Bid (**Envelop B**) the following documents:

- (a) Letter of Price Bid
- (b) Price Adjustment under Clause 70 of COC (N/A) (Appendix –C)
- (c) Bill of Quantities (N/A) (Appendix –D)

11. (C) Detail of above mentioned requirement for Evaluation of Bid

- i. Written confirmation (Power of Attorney) authorizing a person to submit the bid
The Bid must accompany a Power of Attorney issued by authorized representative of the Firm / Company having the name and CNIC No. of the person to whom Power of Attorney has been issued to submit the bid to the Employer on behalf of the Firm / Company etc.
- ii. Written confirmation (Power of Attorney) authorizing the signatory of the Bid to Commit the Bidder

A Power of Attorney to the signatory of the Bid on following format must accompany the

Bid:

- Principal (issuing authority of Power of Attorney) shall provide the legal documents establishing his authority of issuing the Power of Attorney on behalf of Firm / Company;
- the name, designation / title in the Firm / Company, country identification number of the person issuing the Power of Attorney must be mentioned on the Power of Attorney;
- the Power of Attorney shall be in original with original signatures (scanned and electronic signatures shall not be acceptable);
- the Power of Attorney shall bear the name, specimen signature, specimen initial of the signatory of the Bid as well as his designation / title in the Firm / Company & country identification number/CNIC No.

iii. Copy of Articles of Incorporation or Constitution of the Bidder as a legal entity

A copy of Articles of Incorporation or Constitution of the Bidder as a legal entity shall be submitted. The document shall indicate the Bidder's name, address and its representative Personnel.

iv. Valid Certificate of Registration from Pakistan Engineering Council

Valid Certificate of Registration (Constructor's License) from Pakistan Engineering Council.

v. Certified Audit Reports

Bidder has to submit along with his bid Certified Audit Reports of last three years to demonstrate the current soundness of the bidder's financial position and its prospective long term profitability to evaluate:

a) Cash Flow

Capacity to have cash flow reasonably enough to meet the cash flow requirements of the said work which is:

Rs. 5 Million

Following formula will be used for valuation:

$$\text{Cash Flow} = \text{Latest year's Working Capital} - \text{One month's average invoicing of Current Commitments} + \text{Credit limit}$$

(as per latest Credit Limit certificate* issued by Bank, for this Contract, within last six months)

b) Average Annual Construction Turnover

Minimum Average Annual Construction Turnover as mentioned below, calculated as total certified payments received from contracts in progress or completed, within the last three (03) years:

Rs. 20 Million

vi. List of Major Equipment – Related Items

Bidders shall submit, List of Major Equipment and related items owned, to be purchased or to be leased by the Bidder in carrying out the Work.

vii. Financial Competence and Access to Financial Resources

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount to satisfy the Cash Flow requirement. Project Specific Credit Line Facility, if any, shall only be considered if submitted as per **Form CL – 1**.

viii. Past Performance/ Experience

General Construction Experience: Experience under construction contracts in the role of Contractor, Subcontractor or Management Contractor for at least the last seven (07) years prior to the bid submission deadline as per Appendix–N to Bid.

Contract of Similar Size and Nature: Bidder must have experience as mentioned in the clause ‘3 d i’ of Bidding Data as per Appendix – N to Bid.

Letters of acceptance and Completion certificates of completed projects in this regard must be accompanied with **Appendix – N** to Bid.

ix. Qualification of Key Staff

List of Technical Staff be provided on Judicial Stamp Paper as per **Appendix-O**. The bidder shall also submit CV and other related documents of these staff with Technical Bid.

x. Current Commitments / Projects in Hand

The Bidder shall enclose details of Projects in hand whether of similar nature or not. The details must be submitted in line with the format of **Appendix – P** to Bid.

xi. Joint Venture Agreement / Letter of Intent to Execute the JV Agreement

- a) Attached to Bid shall be a Power of Attorney from each of the Joint Venture partners, appointing and authorizing the named person to act as their representative.
- b) This part is applicable only to Bidders that are in Joint Venture. In the case of Single Bidder no submission is required by the Bidder.

xii. List of Subcontractors (as required) and Organization Chart for Supervisory Staff and Labor

Bidders are not allowed to sublet the works in accordance with **Appendix I** to Bid and will provide Organization Chart for Supervisory Staff and Labor in accordance with **Appendix - K** to Bid.

12.2 Bid Prices

As it is the Term Contract for Repair/Maintenance and minor works, therefore specific Bill of Quantities is not applicable. Works shall be executed on 'as and when required' basis. For each minor work (new work) necessary details will be provided.

13.1 Currencies of Bid and Payment

The unit rates and prices shall be quoted by the bidder entirely in Pak Rupees and will be paid in Pak Rupees only.

14.1 Period of Bid Validity

Bid shall remain valid and open for acceptance for a period of **one hundred twenty (120)** calendar days after the latest dead line for submission of bid.

15.1 Amount of Bid Security

The amount of Bid Security shall be **Rs. 0.5 Million**.

15.2 Form and Validity of Bid Security

The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period 28 days beyond the Bid Validity date i.e. the Bid Security shall remain valid for 148 days (One Hundred & Twenty Eight) calendar days beyond the latest deadline for submission of Bids.

17.1 Venue, Time, and Date of the Pre-Bid Meeting

Venue: PMO, NUTECH, IJP Road, Sector I-12, Islamabad.
 Time: 1130 hours,
 Date: 25th February, 2019.

17.4 Presence at the Pre-Bid Meeting

Absence at the pre-bid meeting will not be a cause for disqualification of a bidder, however the bidders are asked to attend the meeting where they will be guided regarding preparation of the bids in the light of Instructions to Bidders.

18.4 Number of Copies of the Bid to be Completed and Returned

Each bidder shall prepare by filling out the forms completely and without alterations **one (1) original** and **one (1) copy** of the bid and clearly mark them "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail. The detail of the Envelopes is given as under:

- | | | | |
|-------|------------|---|------------------------------------|
| (i) | Envelope-A | - | Original Technical Bid (Sealed) |
| (ii) | Envelope-A | - | Copy of the Technical Bid (Sealed) |
| (iii) | Envelope-B | - | Original Financial Bid (Sealed) |
| (iv) | Envelope-B | - | Copy of the Financial Bid (Sealed) |
| (v) | Bid | - | Envelope-A + Envelope-B (Sealed) |

18.5 Signing of Bid

As prescribed under item 11.1 (C) (ii) of the Bidding Data Sheet herein above.

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

Venue: PMO, NUTECH, IJP Road, Sector I-12, Islamabad.

19.2(b) Name and the Number of the Contract

Term Contract for Repair/Maintenance of External Services at National University of Technology, Islamabad.

No: 106/PMO/TC/03

20.1(a) Deadline for Submission of Bids

Not later than 1130 hours on 4th March, 2019.

23.1 Venue, Time, and Date of Bid Opening (“Envelop A”)

Venue: PMO, NUTECH, IJP Road, Sector I-12, Islamabad.
Time: 1200 hours,
Date: 4th March, 2019.

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

The performance security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having at least AA rating from PACRA/JCR.

**Letters of Bid (Technical and Price),
And
Appendices to Bid**

Letter of Technical Bid

Date:

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

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works: _____

- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the undertakings and obligations of our Bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself;
- (e) We are not participating, as a Bidder or as a Subcontractor, in more than one Bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable);

- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

[All partners of our JV shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.]

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Letter of Price Bid

Date:
Bid Reference No:
(Name of Contract/Works).....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders IB 9 and MES Schedule of Rates, Pakistan 2014 (herein after referred to as the MES Schedule) together with amendments up-to-date and or Special Schedule of Rates attached hereto (if any);
(b) I/We agree to perform such services and execute such works, upon the terms and conditions contained or referred to in the aforesaid documents and upon the conditions herein after contained, as may be demanded, and as are enumerated in the aforesaid MES Schedule throughout the contract period from the date of commencement shown in 1st written work order at the rates contained in the aforesaid MES Schedule, or Special Schedule of Rates attached hereto (if any).
(c) The total price of our bid in form of Rate Percentage at which we want to carry out work above / below from the MES schedule of Rates - 2014 (amended up to date) is
_____ Percent Above MES Schedule of Rates - 2014 (amended up to date)
At Par MES Schedule of Rates - 2014 (amended up to date)
_____ Percent Below MES Schedule of Rates - 2014 (amended up to date)
(d) Our Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
(f) We understand that this Bid, together with your written acceptance thereof included in

your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works;

- (g) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

[All partners of our JV shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.]

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Address.....

SPECIAL STIPULATIONS**Clause****Conditions of Contract**

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	23.2	Pak. Rs. 100,000 (Pak. Rupees one hundred thousand) per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within fourteen (14) days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1 48.2	485 days from the date of receipt of Engineer's Notice to Commence.
7.	a) Amount of Liquidated Damages	47.1	0.1 percent of Contract Price for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	Not Applicable. No bonus for early completion is payable.
8.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	10% of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	5% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	1% of Contract Price for each IPC as well as Final Bill.
12.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days (subject to appearance of Contractor's name on Active Tax Payers list as per S.R.O. 1093(I)/2015-Public Procurement Regulation-2015).
13.	Mobilization Advance (Interest Free)	60.11	15% of Contract Price stated in the Letter of Acceptance excluding Provisional Sums against Bank Guarantee.

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various inputs to the Works.

Not Applicable

2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.

3. Table of Exchange Rates

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

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

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

Cost Element	Description	Unit	Weightages	Applicable index
1	2	3	4	5
	Fixed Portion			
(i)	Labour	Day		
(ii)	Fuel (High Speed Diesel)	Liters		
(iii)	Iron Bar ½” Dia Grade (40 & 60)	Ton		
(iv)	Cement (Ordinary Portland Cement)	Bag		
	Total			

Notes:

- i) The Base prices of Specified Materials shall be as of actually prevailing on the date falling on 28 days prior to latest date of submission of Bids (inclusive all kinds of taxes and duties that can be levied at the source) and shall be obtained from the respective sources, and to be verified and notified by the Engineer after consent of the Employer.
- ii) The current price are meant to be ex-factory prices (inclusive all kinds of taxes and duties that can be levied at source) 28 days prior to submitted date of IPC. (Price adjustment shall be processed monthwise)
- iii) Adjustment of increase/decrease shall only be admissible for the materials listed above.
- iv) Value of work done for price adjustment shall be value of permanent works (Excluding Provisional Sums and General Items).
- v) All amounts in Pak Rupees only.

BILL OF QUANTITIES

A. Preamble

1. As it is the Term Contract for Repair/Maintenance, therefore specific Bill of Quantities is not applicable. Works shall be executed on 'as and when required' basis. For each minor work (new work) necessary details of work including Bill of Quantities will be provided.
2. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer.
3. Non – Schedule Items will be assessed as per market rates.

PROPOSED CONSTRUCTION SCHEDULE

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

The bidders are required to submit the Summary of Proposed Construction Schedule as specified in Bidding Data Sheet. However, the other details of schedule mentioned in sub-paras (a), (b) & (c) below, will be submitted by the successful bidder to the Employer after the Contract Agreement is signed and letter of Commencement is issued.

- a) Manpower, Equipment, and other resources must be allocated to each activity according to their capacity.
- b) Critical Path be identified in different colour.
- c) CD containing the soft copy of schedule in MS Project/Primavera format must be provided, in which the linkage between manpower, equipment and activities must be provided.

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

Description

Time for Completion

Whole Works

485 Days

METHOD OF PERFORMING THE WORK

Bidders participating in this Bid are not required to submit this Appendix-F. However, it will be submitted only by the successful bidder to “The Engineer” after the Contract Agreement is signed and letter of commencement is issued, in the following manner:

- (a) Methodology Regarding Safety of Environment/ Environmental Management Plan (EMP), as per EPA rules.
- (b) Quality Control method of bridge concrete including w/c ratio, air content, slump, etc.
- (c) Safety/ Security Management System.

The narrative descriptions shall be prepared in sequence mentioned above. Any important key words shall be incorporated in the above descriptions.

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

The Contractor in pursuance of Clause 34 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements to "The Engineer" after the Contract Agreement is signed and letter of commencement is issued.

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

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office, Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.). The Contractor must mention the measures to be taken under EMP for waste water disposal to prevent the contamination of ground and surface water in the camping and adjoining area.
6. Detail of testing laboratory and equipment for quality control of the Works.

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2
NOT APPLICABLE	

ESTIMATED PROGRESS PAYMENTS

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

Period in Months	Amounts (Rs.)
1	2
1 st Month	
2 nd Month	
3 rd Month	
4 th Month	
5 th Month	
6 th Month	
Bid Price	

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

*[It shall be restricted to the staff and labor to be allocated to the Contract in case of award; brochure of the Firm listing the entire staff of the Firm **should not** be attached.]*

(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: 106/PMO/TC/03 Contract Value: _____

Dated: _____ Contract Title: Term Contract for Repair/Maintenance of External Services at National University of Technology, Islamabad

M/s _____ 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 or any administrative sub division or agency thereof or any other entity owed or controlled it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing _____ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to any one 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP expect that which has been expressly declared pursuant hereto.

M/s _____ certified 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 nor will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ 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 benefits obtained or procured as aforesaid shall, without prejudice to any other right or remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP to this regard M/s _____ 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 kick back given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever from GoP.

Contractor:

Employer:

Signature:

[Seal]

Signature:

[Seal]

Note: The bidder must fill in its name, wherever required, while filling other blanks and submit it with its Technical Bid after signing by the authorized person and affixing its seal.

FINANCIAL COMPETENCE AND ACCESS TO FINANCIAL RESOURCES

The financial position of the bidder shall be checked as per following details:

1. SOUNDNESS AND ACCESS TO FINANCIAL RESOURCES (CASH FLOW)

The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credits*, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount to satisfy the Cash Flow requirement. As a minimum the Bidder must show that his resources, in term of at least his latest year’s working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

[Latest year’s Working Capital + Project specific
Credit line Facility – One month’s average invoicing
of current contract commitments] **≥ Rs. 5 Million**

Working capital is the difference between current assets and current liabilities and measures the firm’s ability to generate cash in the short term.

**Any Credit Line Facility indicated for this Contract needs to have been certified by the Bank for the Contract and the said certificate(s) be enclosed with this Appendix. Form of credit line facility is attached in forms and there should not be written by bank that they are issuing the Credit line letter without any risk or responsibility upon letter.*

2. AVERAGE ANNUAL CONSTRUCTION TURNOVER

Criteria	Bidders’ to list their certified yearly Construction Turnover for last 3 years
Minimum Average Annual Construction Turnover of Pak. Rupees 20 Million calculated as total certified payments received for contracts in progress or completed, within the last 3 years.	

PAST PERFORMANCE/ EXPERIENCE

1) General Construction Experience

Requirement	Bidder to Provide details	Role
Experience under construction contracts in the role of Contractor, Subcontractor, or Management Contractor for at least the last 07 years prior to the bid submission deadline.	Certificate of registration of Firm/ PEC registration along with experience record	Contractor, Subcontractor, or Management Contractor

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Bidder must have similar experience as mentioned in Bidding Data	<ul style="list-style-type: none"> - Letter of acceptance - Completion certificate 	Contractor or Management Contractor (but not as Sub-Contractor)

QUALIFICATION OF KEY STAFF

Sr. No.	Designation	No.	Qualification	Experience (Years)	
				Overall	Specific
1	Project Manger	01	B.Sc (Civil Engg.)	10	08
			M.Sc (Civil Engg.)	08	06
2	Site Engineer	01	B.Sc (Elect/Mech Engg.)	03	01
			DAE (Elect/Mech Engg.)	05	03
3	Site Engineer	01	B.Sc (Civil Engg.)	03	01
			DAE (Civil)	05	03
4	Quantity Surveyor	01	B.Sc (Elect/Mech Engg.)	01	
			DAE (Elect/Mech Engg.)	04	
5	Quantity Surveyor	01	B.Sc (Civil Engg.)	01	
			DAE (Civil)	04	

Note:

- The above mentioned staffs are the minimum required key staff for this project that must be available at construction site all the time during the currency of the Contract. In case any of these staffs abandons the project site for any reason whatsoever the Contractor must immediately arrange his equivalent replacement with prior approval of the Employer.
- The staff other than above mentioned key staff e.g. supervisors, assistants, operators and laborers etc. must also be available in accordance to the Contractors Work Program.

CURRENT COMMITMENTS / PROJECTS IN HAND

Sr. No.	Contract Identification	Name of Employer	Total Value of Work (Rs. in Million)	%age JV Share (in case of JV)	Total Value of work (as per JV share) Rs in million	Date of Start	*Date of Completion	Total value of Project Completed per IPC (as w. r. t JV share) (Rs in million)	Average monthly invoicing over last six months (Rs. in Million)	Balance Work (as per JV share) (Rs in million)	Leftover time in month	Average monthly invoicing of current commitment (to complete the balance work in time (Rs in million)
A	B	C	D	E	F = (DxE)	G	H	I	J	K = F-I	L = (H - Base Date)/30	M = K/L

Note: * Latest completion date to be mentioned
 - Base date will be the date 28 days prior to the latest date for submission of bid.

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore,

BS-2

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

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

**CREDIT LINE FACILITY
(Bank's Undertaking)**

To,

Director Project Management
National University of Technology
IJP Road, Sector I-12
ISLAMABAD

This is to certify that M/s _____ (Name & address of the Bidder) is maintaining their Account No. _____ since _____ with our Bank / Branch.

We also certify that our Bank (Bank name & address) has committed a credit line facility upto Pak. Rs. _____ to M/s (Name of the Bidder) for the project (Project Name) from _____ to _____ on the basis of their financial strength, market reputation and securities with us.

1. Name _____
2. Designation _____
3. Official Seal _____
of Authorized Signatory

1. Name _____
2. Designation _____
3. Official Seal _____
of Authorized Signatory

PERFORMANCE SECURITY

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

for the _____
 (Name of Project).

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

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

shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee .

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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

CONTRACT AGREEMENT

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

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (i) The Contract Agreement;
 - (ii) The Letter of Acceptance;
 - (iii) The completed Form of Bid (Letter of Technical Bid and Letter of Price Bid);
 - (iv) Addendum/ Corrigendum, if any, pertaining to Contract documents;
 - (v) Special Stipulations (Appendix-A to Bid);
 - (vi) Special Provisions (Contractual);
 - (vii) The Particular Conditions of Contract – Part-II;
 - (viii) The General Conditions – Part I;
 - (ix) The completed Appendices to Bid (C, E to P);
 - (x) MES Schedule of Rates – 2014 (amended up to date);
 - (xi) Technical Instructions/Information Sheets of Engineer in Chief's branch, GHQ.
 - (xii) Any other document.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

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

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM IT.1

CERTIFICATE
(on company's Letterhead Pad)

In accordance with Clause IB 12.3 "Bid Prices", we, M/s _____ do hereby certify that the cost of risk of increase in rate of income tax has been inbuilt in our quoted item rates. Our firm is exempted/ not exempted from the payment of Income Tax.

2. It is confirmed that an amount equivalent to ___ % of bid price is incorporated in the bid which will be deducted as Withholding Tax from our quoted bid price and deposited with Government of Pakistan as per Income Tax Act.

Signature _____

Seal of the company

- Note: (1) Please attach NTN Certificate or Exemption Certificate as the case may be.
(2) Para 2 is not required for the bidders who are exempted from Income Tax.
(3) This Certificate is mandatory to be included in Technical Bid, failing which the bid will be declared as non-responsive.

MOBILIZATION ADVANCE GUARANTEE

Guarantee No. _____ Date _____

WHEREAS _____ (hereinafter called the 'Employer') has entered into a Contract for

_____ (Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____

(Scheduled Bank in Pakistan acceptable to the Employer)

(hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Employer agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

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

(Date)

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

FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT
FOR WORKS OF CIVIL
ENGINEERING CONSTRUCTION

PART-I GENERAL CONDITIONS
WITH FORMS OF TENDER AND AGREEMENT

FOURTH EDITION 1987
Reprinted in 1988 with editorial amendments
Reprinted in 1992 with further amendments

PDF version of FIDIC is available to download at PICC website
Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland

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

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PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- (a) (i) The Employer is **Rector (NUTECH), National University of Technology IJP Road, Sector I-12, Islamabad.**
- (a) (iv) The Engineer is **Mr. Naeem Akhtar, Director PMO, National University of Technology, IJP Road, Sector I-12, Islamabad** or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

The following paragraph is added:

- (a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b)(v) The following is added at the end of the paragraph:

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

The following paragraph is added:

- (b)(ix) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (e)(i) The text is deleted and substituted with the following:

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

2.1 Engineer's Duties and Authority

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

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

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

- (iii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iv) Any action under Clause 40 “Suspension”.
- (v) Any action under Clause 44 “Extension of Time for Completion”.
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of “Taking Over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51,except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor’s claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.
- (xv) Certify additional cost under Clauses 6, 20, 27, 42, 65, 69 and 70.
- (xvi) Issuing instructions under Clause 58.

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

2.2 Engineer’s Representative

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

- (i) The Contract Agreement;
- (ii) The Letter of Acceptance;
- (iii) The completed Form of Bid (Letter of Technical Bid and Letter of Price Bid);
- (iv) Addendum / Corrigendum, if any, pertaining to Contract documents;
- (v) Special Stipulations (Appendix-A to Bid);
- (vi) Special Provisions (Contractual);
- (vii) MES Schedule of Rates – 2014 (amended up to date);
- (viii) The Particular Conditions of Contract – Part-II;
- (ix) The General Conditions – Part-I;
- (x) (Appendix-D to Bid);
- (xi) The completed Appendices to Bid (C, E to P);
- (xii) Technical Instructions/Information Sheets of Engineer in Chief's branch, GHQ.

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

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

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

9.1 Contract Agreement

The words "cost of the Employer" are deleted and substituted with the words "cost of the Contractor including Stamp Papers required to execute the Contract Agreement".

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to ten per cent (10%) of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) an insurance company having atleast AA rating from PACRA/JCR acceptable to the Employer.

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

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

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

14.1 Programme to be submitted

The programme shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of MS Project / Primavera

14.3 Cash Flow Estimate to be submitted

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

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer including Environmental Management Plan.

- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and
 - (6) Information and video about problems and difficulties encountered, if any, and proposals to overcome the same.

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

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.

15.3 Contractor's Representative

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

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

16.4 Employment of Local Personnel

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour from sources within Pakistan.

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

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

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

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

45.1 Restriction on Working Hours

After the first paragraph add the following paragraph:

If as a result of carrying out the Works on holidays or locally recognized days of rest or at night or after the normal working hours, the assistants to the Engineer's Representative perform supervision of the Works, the additional supervision cost based on hourly rates shall be determined by the Engineer after due consultation with the Employer and the Contractor which shall be paid by the Contractor to the assistants through the Engineer's Representative; this mode of compensation shall be applicable also under Sub-Clause 46.1.

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed in Appendix-A to Bid "Special Stipulations". The Bonus shall be paid provided the project is completed within original Time for Completion and not in the extended Time for Completion.

48.2 Taking Over of Sections or Parts

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

51.2 Instructions for Variations

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

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added:

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

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

The Sub-Clauses 59.4 & 59.5 are deleted and substituted with the following:

59.4 Payments to Nominated Subcontractors

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

59.5 Certification of Payments to Nominated Subcontractors

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

- a) submits reasonable evidence to the Engineer, or
- b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Employer may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

60.1 Monthly Statements

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

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

Under Para (c), Secured Advance on Materials is not applicable (because Mobilization Advance is included at serial number 13 in Appendix-A to Bid).

60.2 Monthly Payments

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

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

60.11 Financial Assistance to Contractor

Financial assistance shall be made available to the Contractor by the Employer by adopting following Mobilization Advance Clause:

Mobilization Advance

- (a) An interest-free Mobilization Advance up to 15% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan acceptable to the Employer:
 - (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal instalments; first instalment at the expiry of third month after the date of payment of first part of Advance and the last instalment two months before the date of completion of the Works as per Clause 43 hereof.

63.1 Default of Contractor

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

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

65.2 Special Risks

The text is deleted and substituted with the following:

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

67.3 Arbitration

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

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

The following paragraph is added:

The place of arbitration shall be Islamabad, Pakistan.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

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

a) The Employer :

Rector,
National University of Technology
IJP Road, Sector I-12, Islamabad.

b) The Engineer:

Mr. Naeem Akhtar, Director PMO, National University of Technology, IJP
Road, Sector I-12, Islamabad

70.1 Increase or Decrease of Cost

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

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

(a) Other Changes in Cost

To the extent that all compensation for a change in the Work to the Contractor is not covered by the provisions of this or other clauses in the Contract, the unit rates and prices of the Work shall be deemed to include amounts to cover the contingencies for all of the following:

(b) Adjustment Formula

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

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

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and daywork are not otherwise subject to adjustment, but excluding the amount of any variations and Bill No. 07;

A is a constant specific to the Work, depending on the nature of the Work, representing the nonadjustable portion in contracts of the following nature:

$b, c, d, \text{ etc.}$ are coefficients representing the estimated proportion of each cost element (e.g. cement, reinforcing steel etc.) in the Works or Sections to be estimated in accordance with Paragraphs 60.1 (a) and (e), and Bill No. 07; the sum of $A, b, c, d, \text{ etc.}$, shall be equal to 1.00;

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

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

(c) Sources of Indices and Weights

The sources of indices shall be those listed in the Bill of Materials to Bid, as approved by the Engineer. As the Bill of Materials is for the adjustment, the Contractor shall have submitted with his bid a list of weights and Source of Indices if different than those given in the Bill of Materials, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date of submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular

monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Work within the time for Completion prescribed under Clause 43, the amount of the Contract Price at the date of completion of the Work shall be adjusted using the indices relating to the prescribed completion of the current or previous prices, whichever is more favorable to the Contractor, provided that if an extension of time is granted pursuant to Clause 44, the above provisions shall apply to adjustments made after the expiry of such extension of time.

(f) Weight

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

72.2 Currency Proportions

All payments shall be in local currency only.

72.3 Currencies of Payment for Provisional Sums

All payments shall be in local currency only.

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

73.1 Payment of Income Tax

The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.

73.2 Customs Duty & Taxes

The prices tendered by the Contractor shall include all import license fees, custom duties, excise duties, sale taxes, surcharges, business taxes, income and other taxes that are levied according to the laws and regulations of Pakistan on the Contractor's Equipment, materials, and supplies (both permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to

pay any tax that may be levied in the country on profits made by him in respect of the Contract whatsoever is the rate of the tax during execution of the Works and payment for the same to the Contractor.

74.1 Integrity Pact

If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Employer shall be entitled to:

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

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

75.1 Termination of Contract for Employer's Convenience

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

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

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind

the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

78.1 Details to be Confidential

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

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SP(C) – 34.4	:	Housing for Labor
SP(C) – 34.5	:	Health and Safety
SP(C) – 36.6	:	Use of Pakistani Materials and Services
SP(C) – 43.1	:	Time for Completion
SP(C) – 49.3	:	Cost of Remedying Defects
SP(C) – 49.4	:	Contractor’s Failure to Carryout Instructions
SP(C) – 52.2	:	Power of Engineer to Fix Rates
SP(C) – 60.1	:	Monthly Statements
SP(C) – 70.2	:	Subsequent Legislation
SP(C) – 73.2	:	Customs Duty and Taxes

SPECIAL PROVISIONS (CONTRACTUAL)

These Special Provisions (Contractual) shall supplement the Particular Conditions of Contract.

SP(C) – 2.1 Engineer’s Duties and Authority

- a. The Engineer will inspect all repairs and maintenance works and their quality. Any work rejected by The Engineer will be redone by the contractor/ Firm.
- b. The Engineer will carry out inspection upon delivery of above mentioned items and satisfy himself as regard of quality and quantity of items supplied by the firm/ contractor.
- c. The Engineer is also empowered to impose penalty or de-value the work done due to poor quality or late completion or incomplete work.

SP(C) – 2.5 Instructions in Writing

- a. All requirements of the maintenance will be given in writing and same will be carried out without unnecessary delay.
- b. All requirements of the repair will be given in writing and same will be carried out without unnecessary delay.

SP(C) – 4.1 Subcontracting

Contractor is not allowed to assign the contract or any part of the contract to the subcontractor.

SP(C) – 8.1 Contractor’s General Responsibilities

- a. One representative of the firm will be available at site throughout the year.
- b. Contractor/ firm will also be required to supply miscellaneous items from market required for routine replacement through University tradesmen and minor repairs etc. Written demand will be given along with time period for supplying these items.
- c. All works of Maintenance and Repair will be of good quality and as per specifications.
- d. All works of Maintenance and Repair will be of good quality and as per specifications.

SP(C) 14.5 Detailed Programme and Monthly Progress Report:

- a. The Contractor shall attend any or all meetings when called by the Employer or the Engineer to discuss progress of the Works and other matters related to the Works and the Contract, without any compensation from the Employer.

- b. The Contractor shall bear all expenses of the Employer and representatives and the Engineer, and representatives for any meetings requested by the Contractor for instructions and approvals away from the site within or outside Pakistan.
- c. The submission of the progress reports shall be condition precedent to the payment of Contractors Bills by the Employer.
- d. Format of the Monthly Progress Report will be subject to the modification by the Employer, if deemed appropriate.

SP(C) – 16.1 Contractor’s Employees

In case of emergent situations contractor/ firm will be required to employ skilled/ unskilled manpower round the clock and complete the work as soon as possible.

SP(C) 19.3 Safety Precautions:

The Contractor shall adequately provide for the prevention of damage to works, material, and equipment for the purpose of or in connection with the Contract.

The Contractor and his Subcontractor shall transport, store and make use of all explosives, dangerous petroleum, acetylene, carbide of calcium and other similar material provided by them for use in or on the works in strict accordance with the provision of all laws, orders and regulations that are in force at the Site or may be issued from time to time by the Government.

SP(C) 19.4 Lighting Work at Night:

The Contractor shall make arrangement for the electric power supply and distribution of the same at the site of Works for the completion of the Works at his own expense.

SP(C) 22.1 Damage to Persons and Property:

The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes which are disturbed by the Works, except where the authority, Employer or other Party owing or responsible for the same elects to make good the damage, cost of which shall be borne by the Contractor.

All injury to the surface of the land, to the beds of water courses, protecting banks, riverbeds etc. where disturbed by the Works, shall be repaired by

the Contractor or the authorities concerned, at the Contractor's expense. All such making good shall be to the approval of the Engineer.

SP(C) 34.5 Health and Safety:

Add following sentence after the first sentence:

The Contractor shall provide and maintain adequate First Aid Facilities convenient to the Site to the satisfaction of the Engineer or his representative.

SP(C) 36.6 Use of Pakistani Materials and Services:

The Contractor shall arrange and ensure timely procurement of Cement and other materials required for the Works. The Employer does not assume any responsibility for the supply of materials. However, the Employer shall issue a certificate of the estimated requirement of the quantity of Bitumen and Cement at the specific request of the Contractor.

SP(C) – 43.1 Time for Completion

Firm is required to complete minor works as per given time period for each work.

SP(C) – 49.3 Cost of Remedying Defects

All penalties, risk and cost amounts will be deducted from monthly bill of the contractor/ firm.

SP(C) – 49.4 Contractor's Failure to Carryout Instructions

Any work not up to the desired quality will be redone by firm/ contractor with in specified time. If not done, The Engineer is fully empowered to carry out the work from any other firm/ source upon risk and cost of contractor/ firm.

SP(C) – 52.2 Power of Engineer to Fix Rates

- a. Any items of work whether maintenance, repair or minor works whose rate is not available in MES Schedule of Rates – 2014 (amended up to date) will be assessed as per Market Rate and paid accordingly.
- b. Cost of all Bazar Supply items will be assessed as per Market rate and paid accordingly.

SP(C) 60.1 Monthly Statements:

The Contractor will supply to the Employer's Representative six (6) copies of the abstract of Contractor's monthly statement along with two copies of detailed measurements, quality control tests and cross sections with calculations, and any other document or information which form the basis of payment.

SP(C) 70.2 Subsequent Legislation:

Increase in rate of income tax is not covered under Clause 70.2 of Conditions of Contract, and the cost of risk of increase in rate of income tax is to be built-in in the quoted bid amount.

SP(C) 73.2 Customs Duty and Taxes:

In respect of any Contractor's Equipment in general, except as provided for in these Documents, which the Contractor shall be required to have available at Site for execution of Works in accordance with the Drawings, Specifications or as directed by the Employer, he shall make his own arrangements for foreign exchange, import formalities, customs, transport to the Site of Works and all other formalities whatsoever at his own cost and responsibility.

The Contractor shall be deemed to have taken into consideration all Government or Local Bodies regulations, for the time being in force, regarding the re-export of any plant and equipment which he may have to import in connection with the works. Any amendments to the existing rules and/or further regulations imposed in this respect by the Government of Pakistan shall be strictly followed by the Contractor.

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

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

MILITRY ENGINEERING SEVICES
(MES) SCHEDULE OF RATES – 2014
(AMENDED UP TO DATE)

Technical Instructions / Information Sheets of Engineer in Chief's branch, GHQ