

Tender Fee: Rs. 5000/-
(Non-Refundable)

TENDER FORM

Tender # CW/39/24-25

**Construction of Recreational Area at IBA Aman Tower Ground
Floor IBA City Campus Karachi**

Date of Issue : May 16, 2025

Last Date of Submission : June 04, 2025 (3:00 pm)

Date of Opening : June 04, 2025 (3:30 pm)

Notice Invitation Tender

The Institute of Business Administration, Karachi (IBA) invites electronic bids on EPADS from active taxpayers of manufacture / firm / companies / supplier registered with SPPRA EPADS and relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Construction of Recreational Area at IBA Aman Tower Ground Floor IBA City Campus Karachi (CW/39/24-25) Mandatory Site Visit: May 29, 2025 at 12 Noon, IBA City Campus	Single Stage Two Envelope	2%
<ul style="list-style-type: none">• Fee: Rs.5,000/- each• Issuance start date: May 16, 2025 at 9 AM• Issuance end date & time: June 04, 2025 at 3 PM• Submission date & time: May 16, 2025 to June 04, 2025 from 9 AM to 3 PM• Opening date & time: June 04, 2025 at 3:30 PM		

Tender Document containing detailed terms and conditions are available at Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). The tender document can also be downloaded from IBA and SPPRA EPADS system. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders/> which may be deposited in any branch of Meezan Bank Ltd. Bidders are required to submit their bids (duly signed and stamped) on the uploaded Tender Document (along with a copy of Earnest Money and all supporting documents) through SPPRA EPADS system (www.eprocure.gov.pk). The original bid security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening and will be opened on same date & venue in the presence of the bidders' representatives who may wish to attend. Bid Security in the form of Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi".

N.B.

(1) IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to relevant provision of SPP Rules 2010.

(2) Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Assistant Manager Procurement on 38104700 ext: 2150

Email tenders@iba.edu.pk

Website <https://www.iba.edu.pk/tenders/>

SPPRA EPADS: <https://portalsindh.eprocure.gov.pk/#/>

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Dated: _____

INVITATION TO BIDDERS

SUBJECT: CONSTRUCTION OF RECREATIONAL AREA AT IBA AMAN TOWER GROUND FLOOR
IBA CITY CAMPUS KARACHI

1. The Employer invites sealed bids, under Single Stage-Two Envelope bidding procedure, from eligible firms licensed by the Pakistan Engineering Council valid for the year 2025 in Category PEC Category C-5 or above with specialization codes BC-01, CE-10 ,EE04, & C5(11)
2. All Bids must be submitted in two main envelopes, one marked “Technical Bid” and other marked “Financial Bid “.
4. Any bid received by the Employer after the deadline for submission of bids will be returned unopened to such bidder, as per Clause IB 20.1(a) “Instruction to Bidders”.
5. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive, as per Clause IB 15.3 “Instruction to Bidders”.
6. Date of opening of Financial Bids of Technically qualified bidders shall be notified at a later date after Evaluation of the Technical Bids.
7. All the prospective bidders need to be intimated that the document downloaded from E-PADS shall be used as an “Original Bid”.
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8. The blue ink shall be used to fill all the form/ BOQ.
9. Any work executed under for mode shall not be considered as an experience.

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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 from own resources as indicated in the Bidding Data Sheet in Pakistani currency towards the cost of the project specified in the Bidding Data Sheet and it is intended that part of the proceeds of this project will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a). Duly licensed by the Pakistan Engineering Council (PEC) in the category C-5 or above with specialization codes BC-01, CE-10, EE04, & C5(11) relevant to the value of the Works.
 - b). Having experience of job of the similar nature for Fabrication, erection of MS Frame structure building with allied civil & MEP works at Recreational / Educational Institution, Commercial Building with Govt. or Corporate sector in Karachi during the last five years.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

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

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

7.3 The General Conditions of Contract and Particular Conditions of Contract used in these Standard Bidding Documents were prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and are commonly known as the FIDIC Conditions of Contract. (The used version is the fourth edition, 1987, reprinted in 1992 with further amendments).

The FIDIC Conditions of Contract are copyrighted and may not be copied, faxed, or reproduced. The FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.

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

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 7 (Seven) days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all downloaders of the Bidding Documents from EPADS, 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 Original (Soft copy) bid shall be uploaded to the EPADS and the physical Bid submitted at Tender Box Gate No 4 Institute of Business Administration IBA Karachi Pakistan shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- a). In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
 - b). One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - c). The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - d). All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and

e). A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

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

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

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

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

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

IB.13 Currencies of Bid and Payment

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT & OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

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

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 180 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 after the signing of the contract agreement with the successful bidder.
- 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 Physical Record copy of the Technical Bid and one physical Record copy of the Price Bid comprising the Bid as described in the Bidding Data Sheet against IB 11 and clearly mark it "RECORD COPY - TECHNICAL BID" and "RECORD COPY - PRICE BID".
- 18.5 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid. Use of white-O, blanco or any other erasing stationary is not allowed. The amendments shall be carried out by a simple strike-line over the text.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - 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

- 21.1
- a). Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
 - b). Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with 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 on E-PADS at the address, date and time specified in the Bidding Data Sheet (**as per clause 23.1 of Bidding Data Sheet**) in the presence of Bidders’ representatives who choose to attend.
- 23.2 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.
- 23.3 After the opening of Technical Bids the names of participating bidders and submission of Bid Security will be announced. Late bids will not be opened by the E-PADS system. All the participating bidders must submit a signed & stamped hard copy of their bid for record of the employer IBA Karachi.
- 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 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.

- 23.7 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 23.8 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids on E-PADS in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer.
- 23.9 All files on E-PADS 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.

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

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is

one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.

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

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- a). Making any correction for errors pursuant to Clause IB.27;
 - b). Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced 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.
- 28.5 Bids will be evaluated on the basis of Bidding Data Sheet Clause 28.5.

F. AWARD OF CONTRACT

IB.29 Award

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

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

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

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

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 Contract Agreement shall be signed after the acceptance of the letter of intent by the successful bidder.
- 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 07 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 07 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB. 34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA SHEET

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

a. Name and address of the Employer is:

REGISTRAR

INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI

UNIVERSITY OF KARACHI ENCLAVE.

Phone: 021-111-422-422

registrar@iba.edu.pk

b. Name of the Project & Summary of the Works:

Name of the Project :-

CONSTRUCTION OF RECREATIONAL AREA

IBA AMAN TOWER GROUND FLOOR

IBA CITY CAMPUS GARDEN KARACHI

Summary of The Project:-

Supply, fabrication & Erection of MS Frame Building with allied, Civil, & MEP works complete

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

The Employer has arranged funds from its own sources.

2.1 Amount and type of financing

Not used

3.1 Eligible Bidders

a) Bidders should have Valid license for 2025 from Pakistan Engineering Council, in Category C-5 or above with specialization codes BC-01, CE-10, EE04, & C5(11)

b) Active Registration with Sindh Board Of Revenue SBR

8.1 Time limit for clarification

07 days prior to the deadline for submission of bids.

10.1 Bid language

The same language in which the bid documents are written i.e. English language.

11.1 (A) The Bidder shall submit with its Technical Bid the following documents

- a). Letter of Technical Bid
- b). Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5)
- c). Pending litigation information
- d). Special Stipulations (as filled by the Employer) (Appendix - A)
- e). Proposed Construction Schedule (Appendix - E)
- f). Method of Performing the Work (Appendix - F)
- g). Organization Chart for Supervisory Staff (Separately for Construction & O & M Period) (Appendix - K)
- h). Integrity Pact (Appendix - L)
- i). Financial Competence and Access to financial Resources (appendix - M)
- j). Past Performance, Current Commitment, Qualification and Experience (Documentary Evidences) (Appendix - N)
- k). In separate envelope, the documents in support of Technical Bid as stipulated in Clause IB28.5 of Bidding Data

11.1 (B) The Bidder shall submit with its Price Bid the following documents

- a). Letter of Price Bid
- b). Price Adjustment under Clause 70 (Appendix - C)
- c). Bill of Quantities (Duly filled) (Appendix - D)

13.1 Bidders to quote entirely in Pak. Rupees only**14.1 Period of Bid Validity**

NINTY (90) days

15.1 Amount of Bid Security

15.1 *Each Bidder shall furnish, as part of his bid, a Bid Security EQUIVALENT TO ONE PERCENT (2%) OF THE BID PRICE)*

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 favour of the Employer.*

16. Alternate Proposals by Bidders

Not Allowed

17.1 Venue, time, and date

Specified in the tender notice

18.4 Number of copies of the Bid to be completed and returned

One original copy

19.2 (a) Employer's address for the purpose of Bid submission**Name and address of the Employer is:**

REGISTRAR
 INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI
 1ST FLOOR, FAUJI FOUNDATION BUILDING
 UNIVERSITY OF KARACHI ENCLAVE.
 Phone: 021-111-422-422
 registrar@iba.edu.pk

19.2 (b) Name and Number of the Contract

TENDER NO. CW/39/24-25

20.1 (a) Deadline for submission of bids

June 04, 2025 at 3:00 PM

- 22 Failure to provide the following submissions, the bid shall be declared non-responsive.
- Written Power of attorney authorizing the signatory of the Bid to act for and on behalf of the bidder
 - Bidding documents are properly signed and stamped including forms of bid and Integrity Pact.
 - Required Bid security
 - Covering letter on Bidder letterhead confirming all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation,

23.1 Venue, time, and date of Bid opening**Opening of Technical Proposals:**

Venue: Library Meeting Room, IBA Main Campus, University of Karachi
 Enclave Karachi.

Time: 3 : 3 0 P M

Date: J u n e 0 4 , 2025

Opening of Financial Proposals:

Venue : Library Meeting Room, IBA Main Campus, University of Karachi Enclave
 Karachi.

Time : To be announced after Evaluation of Technical Bids

Date : To be announced after Evaluation of Technical Bids

28.5 Evaluation and Comparison of Bids**(A) Evaluation / Qualification Criteria**

Evaluation criteria based on **Single Stage - Two Envelope** procedure is adopted as per SPPRA Rules 2010 amended up to date. Evaluation criteria as set forth in this proposal are based on mandatory requirements and marks / score and both are adopted as the selection method while evaluating the constructors / firms. Information will be given in forms and marks will be given as per the information given in the submitted technical bid by the bidder.

Mandatory Requirement:

1. Valid Registration in PEC Category C-5 or above for the year 2025 along with specialization codes BC-01, CE-10, EE04, & C5(11).
2. Current month affidavit on Rs. Non - Judicial Stamp Paper showing history of litigation (if any) their nature and status / outcomes as indicated in Tender Document.
3. Current month affidavit on Rs. Non - Judicial Stamp Paper showing No Blacklisting from any Public or Private organization as indicated in Tender Document;
4. Active certificate of Income Tax (copy of NTN) and Sindh revenue Board (Sales Tax registration certificate).

In case of failure the proposal of the participating firm(s) shall not be consider for further evaluation and shall also be rejected

- a. Method of PROCUREMENT PROCESS: **(Single Stage - Two Envelope)** (Must Contain Separate Sealed Envelopes for "TECHNICAL Proposal" & "FINANCIAL Proposal" otherwise such tenders will not be entertained).
- b. FINANCIAL PROPOSALS will be opened for those firms only who qualify the mandatory requirements.
 - i) Conditional or incomplete tenders shall be rejected.
- c. Each page of the Bid Document & Profile of firm must be paginated, signed & stamped by Bidder.
- d. Any information regarding the project can be obtained from the office of Senior Manager Contracts & Planning Ext : 2517 during office hours.
- e. In case Government announce any public holiday on scheduled dates, the tender will be submitted / opened on the next working day,

as per usual scheduled in accordance with Rule 41 (3) of SPPRA Rule 2010 (Amended up to date).

- f. Bid Security 2% of bid amount in shape of Cali Deposit / Pay Order/ Demand Draft from any scheduled Bank of Pakistan in favor of the Employer.

Further evaluation of only those bidders will be done who have cleared all the Mandatory requirements. Bids of applicants who do not have the required PEC License and / or have not provided the above mandatory documents, will be declared as non-responsive, will not be processed further and their financial bids will be returned un-opened.

(B) Evaluation Criteria Based on Marks / Score

Aggregate Qualifying Score is **70%** but it is mandatory to obtain at least 40% in each of the following sections: -

I. Company Profile

10 Marks

(a)	Period since Firm/ Constructor is in Construction Business Between 2-5 years Above 5 years Attach your first PEC license for reference, as well as your most recent valid PEC license.	5 Marks 2.0 Marks 5.0 Marks
(b)	Office Facilities If office in Karachi Anywhere in Pakistan other than Karachi (Attach documents evidence)	5 Marks 5 Marks 3 Marks

II. Experience of The Company

30 Marks

(a)	WORK COMPLETED Project of Similar Nature MS frame Structure with allied <i>Civil & MEP Works with Government or Corporate / Private Sector of Project Worth PKR 30 Million or above</i> during last 5 years. <i>Each project carrying 10 Marks. For more than one project 20 marks.</i> (Documentary Evidence Photographs with complete address of the Project and Client be attached)	20 Marks
(b)	WORK IN HAND Similar nature of Works (MS frame Structure building /facilities at Recreational, Educational or Commercial/ Residential Buildings with allied Civil& MEP works) with Government or Corporate / Private Sector of Project Worth PKR 30 Million or above . Each project carrying 5 Marks will be given and more than one 10 marks. (Documentary Evidence like Work Order, Photographs etc with complete address of the Project and Client be attached)	10 Marks

III. Personnel Capabilities Required for This Project**30 Marks**

Employed Engineers must have valid registration with Pakistan Engineering Council (PEC) and active Tax Payer also reflected in firms PEC license.

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

Sl. No.	Description / Position with Minimum Qualification & Experience	Marks Assigned	Remarks
1	Project Manager (01 No.) BE (Civil/ Mec.) registered with Pakistan Engineer council (PEC) having experience of 05 years or above. Or DAE (Civil /Mech.) with 10 years post qualification experience	20	10 Marks BE(Civil /Mech.) qualification up to 5 Years or DAE (Civil /Mech) post qualification experience min 10 years. 10 Additional Marks Having relevant fabrication & Erection experience of MS frame Structured building) (A complete CV of the proposed PM is Required
2	Construction Supervisor (01 No.) DA.E. (Civil /Mech) having experience of 10 years or above of similar nature of job. i.e Mild Steel frame Structure Building/facilities.	10	10 Marks Minimum post qualification experience of 10 Years (A complete CV of the proposed staff is Required).

IV. Equipment Capability**10 Marks**

Details are to be provided as per the below form with documentary proof of ownership / rental/Leased failure to do so can result in rejection of tender).

Sr.	Description	Qty	Unit	Marks
1	Generator 5 KVA	1	Nos.	4
2	Steel Cutting Machine	1	Nos.	2
3	Gas Cutting Torch & Cylinders set	1	Nos.	2
4	Welding machines	1	Set	2
	Total Marks			10

(V) Financial Soundness**20 marks**

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

Turnover for last 03 Years**20 Marks**

Turnover for last 03 Years (Income Tax return / Audited financial report)

- | | | |
|-----|--------------------------|----------|
| i. | Between 20 to 29 Million | 15 Marks |
| ii. | Above 29 Million | 20 Marks |

(C) Commercial Evaluation

It will be examined in detail whether the Bids comply with the commercial/contractual conditions of the Bid Documents. It is expected that no major deviation/stipulation shall be taken by the Bidders.

(D) Evaluated Bid Price

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

- (i) Making any correction for errors pursuant to Sub-Clause 27.2 hereof.
- (ii) Excluding Provisional Sums, if any, but including priced Day work (if applicable)
- (iii) Making an appropriate adjustment for any other acceptable variation or deviation.

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

Amount of Performance Security shall be per Clause 10.1 of Part II-Conditions of Particulars Application.

33.1 Signing of Contract Agreement

The agreement would be made on stamp paper of value to be determined at the rate of 0.35 percent of the contract value or as determined by the Inspectorate of Stamp Duty. Cost of stamp duty would be borne by the Contractor before mobilization on site.

LETTER OF TECHNICAL BID

Date: _____

Bid Reference No. -----

SUBJECT: Submission of Technical Bid for “Construction of Recreational Area at IBA Aman Tower ground floor IBA City Campus Karachi

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 ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date.....

Address.....

LETTER OF PRICED BID

Date: _____

Bid Reference No. -----

SUBJECT: Submission of Priced Bid for “ CONSTRUCTION OF RECREATIONAL AREA AT IBA AMAN TOWER GROUND FLOOR IBA CITY CAMPUS KARACHI

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
Rs. _____ (Rupees _____ only)
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name

In the capacity of

Signed

.....

Duly authorized to sign the Bid for and on behalf of

Date.....

Address.....

BA-1
APPENDIX - A TO BID

SPECIAL STIPULATIONS

**Clause
No.**

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract price stated in the Letter of Acceptance.
2.	Law applicable	5.1 (b)	The law to be applied is the Law of Islamic Republic of Pakistan
3.	Amount of Performance Security	10.1	5% of Contract Price stated in the Letter of Acceptance in the form of (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) Bank Draft/Pay Order in favour of Employer.
4.	Time for Furnishing Program	14.1	Within 10 days from the date of receipt of Letter of Acceptance.
5.	Minimum amount of Third Party Insurance	23.2	Rupees one million (Rs. 1,000,000) per occurrence with number of occurrences unlimited.
6.	Time for Commencement	41.1	Within SEVEN (07) days from the date of receipt of Engineers Letter to commence which shall be issued within SEVEN (09) days after signing of Contract Agreement
7.	Time for Completion	43.1 48.2	FOUR (04) Months from the date of receipt of Engineer's Notice to Commence
8.	Amount of Liquidated Damages	47.1	0.1 % of contract price for each day of delay in completion of works subject to a maximum of 10% of contract price stated in the Letter of Acceptance
9.	Defects Liability Period	49.1	The Defect Liability Period is 364 days.
10.	Percentage of Retention Money	60.2	FIVE (05)% of the amount of Interim Payment Certificate.
11.	Limit of Retention Money	60.2	5% of Contract Price stated in the Letter of Acceptance.
12.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Total Contract Price stated in the Letter of Acceptance / (time for completion in months x 3)
13.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	30 days
14.	Mobilization Advance (Interest Free)	60.12	An interest-free Mobilization Advance up to 10% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts upon submission by the Contractor of a Mobilization Advance Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan as per SPPRA rules and regulations.

Initials of Signatory of Bid _____

BB-1
APPENDIX-B TO BID

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.

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	_____
_____	_____
_____	_____

BC-1
APPENDIX-C TO BID

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

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

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.25	
(ii)	Local Labour	0.25	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement	0.05	“ “ “
(iv)	Reinforcing Steel (G- 60) & MS Sections	0.05	“ “ “
(v)	Wood	0.10	
(vi)	Aluminum Sections	0.10	
(vii)	High Speed Diesel (HSD)	0.10	As per the rates fixed by Oil & Gas Regulatory Authority (OGRA)
(vii)	Cables Electrical/IT	0.10	
	Total	1.00	

Notes:

- 1)** Indices for (ii) to (iv) are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin and (v) is taken from Oil & Gas Regulatory Authority (OGRA) rates. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- 2)** Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- 3)** The weightages have been determined for fixed portion considering cost elements having cost impact of 3% or more in this specific project.

BD-1
Appendix-D to Bid**BILL OF QUANTITIES****A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

BD-8
Appendix-D to Bid**BILL OF QUANTITIES****C. Daywork Schedule****General**

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

Daywork Labour

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

BD-08 to BD-15 of Standard Form of Bidding Documents for Procurement of Civil Works are deleted being Not Applicable.

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

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

A separate Bar Chart Showing monthly percentage progress showing major activities related to Cost of Project be attached which will be considered as "Scheduled Progress" throughout the currency of Contract unless revised with the approval of Client.

Description		Time for Completion
a)	Whole Works	_____days
b)	Part-A	_____days (If applicable)
c)	Part-B	_____days (If applicable)
d)	_____	_____days
e)	_____	_____days

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

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

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

BG-1
Appendix-G to Bid

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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						

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

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

No.	PLANT/ EQUIPMENT				
	Equipment type and characteristics	Total Nos. available	Under Utilization on other projects, if applicable	Nos. waiting to be shifted to new project(s)	Min. Number Required for this Project

BH-1
Appendix-H to Bid**(NOT APPLICABLE)**
CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.). The Contractor should mention here what are his proposed environmental measures for the project as per EPA rules like treatment of wastewater and water quality etc. The Contractor shall submit a detailed EMP (Environmental Management Plan) to describe how materials are removed from site and disposed off at a safe location, prevention for the contamination of ground and surface water in neighboring areas etc. including remedial measures for adoption.
6. Detail of testing Lab with testing equipment etc.

BI-1
Appendix-I to Bid**(NOT APPLICABLE)**
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

BJ-1
Appendix-J to Bid

(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, expressed in thousands of Pakistani Rupees:

Month	Amounts (1,000 Rs.)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	

Bid Price	

BK-1
Appendix-K to Bid

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

BL-1
Appendix-L to Bid**(INTEGRITY PACT)**
(NOT APPLICABLE)**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 50.00 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

BM-1
Appendix-M to Bid

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:

“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 of his bid. As a minimum the Bidder must show that his resources, in term of at least his latest years working capital and line of credits, will be adequate to cover an amount equivalent to his bid price and current work commitments i.e.

$[5 \times \text{working capital} + \text{Project specific lines of credit}^* - 40\% \text{ of current contract commitments}] > \text{Bid price.}$

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 line of credit indicated for this (tendered) project needs to have been certified by the Bank and the said certificate is enclosed with this Appendix.*

2. AVERAGE ANNUAL CONSTRUCTION TURNOVER

Criteria	Bidders’ to list their certified yearly turnover for last 3 years
Minimum average annual construction turnover of Pak Rs. _____ calculated as total certified payments received for contracts in progress or completed, within the last 03 years.	

BN-1
Appendix-N to Bid

**PAST PERFORMANCE, CURRENT COMMITMENT, QUALIFICATION AND
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 5 years prior to the bid submission deadline		

2) Contracts of Similar Size and Nature

Requirement	Bidder to provide specific details	Role
Participation as contractor, management contractor, or subcontractor, in at least 3 Contracts within the last 5 years, each with a value of at least Rs that has been successfully or is substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as indicated in these Bidding Documents.		

BN-2
Appendix-N to Bid**3) Personnel**

No.	Position	Total No. in the firm	Minimum requireme nt for the project	Total work experience (years)	Nos. already posted on other projects	Nos. being allocated for this project	Professional credit point

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

BN-3
Appendix-N to Bid

4) Data regarding past performance and present commitment of the Bidders:

Present Commitment								
Sr. No.	Name of ongoing projects	Name of Employer	Date of Start		Progress		Remark regarding delays if applicable	Satisfactory performance certificate from Employer (Minimum requirement)

Number of projects that a bidder can undertake to construct as per PEC works by laws is aggregate Professional Credit Points (PCPs) authorized for a category of licensee divided by the PCP of construction and capital cost of single project under consideration.

For example C-3 category contractor should have a minimum of 15 PCPs as per table „A“ below from the Bye Laws/S.R.O. 568(I)/87 at all times and the PCP of individual project (costing say 100 million rupees) is 5 calculated on the basis of 1 PCP for every 20 million project cost. It means the contractor can have ongoing projects up to 3 ($15 \div 5$) number of this size.

Table A:-

Contractor' Category	Limit of Construction Cost of Project (Million rupees)	Average annual value of work for last 3 years (million rupees)	Largest project value during last 5 years (Million rupees)	Paid up capital or net/capital worth (million rupees)	Minimum requirement of professional credit points (PCP credit)
C-3	Upto 100	10	20	5	15

The evaluation of the personnel shall be carried out as per PEC Engineering Bye Laws 1987 and review his qualification accordingly. PCP/ minimum requirement of staff required for the contractor's works in hand should be in accordance with the provisions of PEC's works byelaws. For example, subject to the other conditional points and limits, a single registered Engineer is given 1 PCP for each year of experience in the construction and operation of engineering works (subject to a minimum of 10 PCPs and maximum of 30 PCPs). The contractor setup has to meet the minimum PCP requirements all time during the currency of the contract for engineering staff to be deployed/ already deployed.

BID SECURITY

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

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

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

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

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

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

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.

BS-2

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**WITNESS:**

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

FORM OF 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.

PS-2

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.

Guarantor

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ (month) 2016 between _____ (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

CA-2

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/ BOND

Guarantee No. _____ Date _____

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

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

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

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, 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 _____ (Date) whichever is earlier.

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

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

GUARANTOR

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

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor (Seal)

IB-1

**INDEMNITY BOND FOR
SECURED ADVANCE
AGAINST MATERIALS BROUGHT AT SITE
(ON RS.40 NONJUDICIAL STAMP PAPER)**

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

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

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

THEREFORE THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

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

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

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

I/We _____ do hereby also declare that in the event of my/our infringement of the declaration made above _____ will be entitled to forfeit all such material and also proceed against me/us according to the relevant clause pertaining to breach of contract and further invoke the power or seek any remedies secured of _____ under the contract Agreement signed with us or otherwise available under law.

Place _____ Dated _____

Contractor _____



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 1988 with editorial amendments
Reprinted in 1992 with further amendments

The Vendor is directed to obtain this document from the web site of FIDIC DIRECTLY

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51.2	Instructions for Variations
52.1	Valuation of Variations
52.4	Day Work
53.4	Failure to Comply
54.5	Conditions of Hire of Contractor's Equipment
56.1	Works to be Measured
59.4	Payments to Nominated Sub-contractors
59.5	Evidence of Payments & Nominated Sub-contractors
60.1	Monthly Statements
60.2	Monthly Payments
60.10	Time for Payment
60.11	Secured Advance on Materials
60.12	Financial Assistance to Contractor
63.1	Default of Contractor
65.2	Special Risks
65.3	Damage to Work by Special Risks
65.8	Payment if Contract Terminated
67.3	Arbitration
68.1	Notice to Contractor
68.2	Notice to Employer and Engineer
69.3	Payment on Termination
70.1	Increase or Decrease of Cost
71.1	Currency Restrictions
72.1	Rates of Exchange
73.1	Payment of Income Tax
73.4	Adherence to Labour Laws
74.1	Integrity Pact
75.1	Termination of Contract for Employer's Convenience
76.1	Liability of Contractor
77.1	Joint and Several Liability
78.1	Details to be Confidential
79.1	Public Procurement Rules 2004

PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 DEFINITIONS AND INTERPRETATIONS

- (a)(i) The Employer is INSTITUTE OF BUSINESS ADMINISTRATION (IBA) Wherever the term Client or Owner appears in the Tender Document, it shall mean the “Employer”.
- (iv) (a)(iv) The Engineer is IBA PROJECT DEPARTMENT, 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 to formulate his certifications / recommendations in relation to all outstanding matter, disputes and claims relating to the execution of the Works during his tenure.

Wherever the term Consultant or Consultants appears in the Bidding Documents, it shall mean the “Engineer” and vice-versa.

Employer’s Representative

Any person appointed by the Employer from time to time shall be deemed the Employer’s Representative, who shall have the authority to enter in to work site, inspect the work for insuring the quality.

- (a)(vii) **Labourers/ Workmen** mean such labourers/ workmen and staff as may be employed by the Contractor for the purpose of carrying out the works specified in the Contract.
- (a)(viii) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b)(v) Add the following at the end of the paragraph:

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Document".
- (b)(ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (b)(x) FIDIC means FEDERATION INTERNATIONALE DES INGENIEURS CONSEILS (International Federation of Consulting Engineers)
- (e)(i) Delete the text and substitutes:

"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.
- (h) **Approved/ Approval** means approved/ approval in writing by Engineer / Employer or their representative specified in “Conditions of Contract”.
- (i) When the terms **acceptable, satisfactory, proper** or other such general qualifying terms are used in the Contract it shall be understood that reference is made to the sole ruling and the sole judgment of the Employer representative or his Engineer.
- (j) The Word **Equivalent or Equal** where used in these documents in the general sense shall not mean similar but shall mean “**Conforming to, of Like Kind**”

Quality and Function Proprietary Items” and **“Trade Name”** are used for the purposes of establishing a standard of **“Kind Quality and Function”** and **“Equivalent”** items, articles, things or materials will be approved if held to be **“Equivalent”** by the Engineer.

- (k) **“Schedule Progress”** means the monthly Percentage progress as described in Appendix-E of Appendices to Bid.

2.1 Engineer's Duties and Authority

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

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

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.
- (iii) Any action under Clause 10 “Performance Security” and Clauses 21, 23, 24 & 25 “Insurance” of sorts.
- (iv) Any action under Clause 40 “Suspension”.
- (v) Any action under Clause 44 “Extension of Time for Completion”.
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vii) Issuance of “Taking Over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated herebelow, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (ix) Fixing rates or prices under Clause 52.
- (x) Extra payment as a result of Contractor’s claims under Clause 53.
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate of Exchange”.

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

The following Sub-Clauses 2.5(a) & (b), 2.7 and 2.8 are added:

2.5 (a) Employer's Instructions

The Employer/ Engineer through its representative may in absolute discretion and from time to time issue written instructions, details, directions and explanations which are hereafter collectively referred to as "Employer's Instructions". The Employer/Engineer shall have the right to reject any materials, workmanship or equipment, which does not conform to the Contract and to suspend any work that is being improperly done. The Engineer's decision as to the construction and meaning of the drawings and specifications shall be final. Precedent or opinion as to what is useful or standard practice shall not be held to affect the status of the Engineer decision in any way or to relieve the Contractor from full responsibility and compliance with all requirements of the specification and plans.

- (b) The Employer/ Engineer shall have the right to inspect and supervise the work. The inspection and supervision of the work by the Engineer shall not relieve the Contractor of his full responsibility and liability of careful and faultless execution of the work.

2.7 Engineer not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

- (1) The Contract Agreement;
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) Specification - Special Provision
- (6) The Particular Conditions of Contract - Part II;
- (7) The General Conditions - Part I;
- (8) The priced Bill of Quantities (Appendix-D to Bid);
- (9) The completed Appendices to Bid (B, C, E to O);
- (10) The Drawings;
- (11) Specifications - Technical Provisions
- (12) _____ (any other)

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

5.3 Contract Documents are Mutually Complementary

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.

5.5 Marginal Headlines, Titles

The table of contents/ index, titles, headings, running headlines and marginal notes contained therein and/ or in said documents are solely to facilitate reference to the various provisions of Contract document and in no way shall affect limit or cast light upon the interpretation of provisions to which they refer in case of doubt, conflict in respect of interpretation of General Condition of Contract, shall prevail.

6.1 Custody and Supply of Drawings and Documents

In line seven of Clause 6.1 General Condition of Contract Part-I after word “Certificate” add “or earlier completion / cancellation of contract”.

The 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.

8.1 Contractor's General Responsibilities

In line two of Clause 8.1 General Condition of Contract Part-I after word “Works” add “mentioned in the contract and all other work if offered by him complimentary after award of tender and formed part of contract agreement however design of such work before execution shall be vetted by the Engineer”.

9.1 Contract Agreement

In line two of Clause 9.1 General Condition of Contract Part-I replace the words “at the cost of the Employer” with “at the cost of the Contractor” and add the following sub paragraphs at the end:

The Contract Agreement would be made on stamp paper of an appropriate value liveable under the law. Cost of stamp duty would be born by the Contractor.

The Contractor shall at his own cost submit to the Employer photocopies of Four (4) sets and to the Engineer two (2) sets of the Contract Documents in bound form, duly initialled and stamped by the Employer, and the Contractor for the use of the Employer and the Engineer. Such submission shall be made within seven (7) days of signing of the Contract Agreement by the Employer and Contractor.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, 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 as per SPPRA Rules & Regulations.

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.

10.5 Approved Insurance Companies for Performance Security

Only Bank Guarantee is allowed.

13.1 Works to be in accordance with contract

Add the following para in the end of this clause:-

The Employer/ Engineer shall have the right to retain and / or deduct from contractor's bill an adequate amount of money, if the contractor fails to perform his obligations in terms and conditions of this clause.

14.1 Programme to be submitted

In line two of Clause 14.1 General Condition of Contract Part-I after the word "consent" add "oblique approval of Employer" and in the third line the text "as the Engineer shall reasonably prescribe" is substituted by "as acceptable to the Engineer".

Add the following sub paras:-

- (a) The contractor shall submit two copies of the program prepared on MS Project with in 14 days from the date of receipt of letter of Acceptance/ commencement shown in first written work schedule for labour employment and material procurement.
- (b) The time schedule may be adjusted from time to time but the contractual/ completion date shall remain unchanged unless extension of time is approved by the Employer in accordance with the contract conditions.
- (c) The Contractor shall prepare and submit the programme of work in a way that 40% of his entire progress of building work shall cover Gray Structure of the

building.

The Contractor shall submit the programme of work before issuance of Letter of Acceptance. The Contractor must also attach monthly progress schedule in terms of Percentage of project as described in Appendix-E of Appendices to Bid which will be considered as Scheduled Progress.

The approval by the Engineers of the programme shall not relieve the Contractor or the Employer from any obligation under the contract.

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.

Add the following Sub-Clause:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 10 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

15.1 Contractor's Superintendence

Replace Clause 15.1 of General Conditions of Contract Part-I by following

The Contractor shall be responsible to give or provide all necessary superintendence and efficient supervision during the execution of the work using his best skill and attention and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. A competent Agent / Project Manager, registered with Pakistan Engineering Council as Professional Engineer and duly authorized through a power of attorney (whose qualification and appointment shall be approved in writing by the Engineer / Employer which approval may at any time be withdrawn) is to be constantly posted on the works and shall give his

whole time to superintendence of the same.

If such approval shall be withdrawn by the Engineer/Employer the Contractor shall as soon as is practicable (having regard to the requirement of replacing him as hereinafter mentioned) after receiving written notice of such withdrawal, remove the Agent from the site and shall not thereafter employ him again on the site in any capacity and shall promptly replace him by another agent approved by the Engineer with consent of Employer.

The Agent shall receive on behalf of the Contractor, directions or instructions from the Engineer or (subject to the limitations of Clause 2 hereof) the representative of the Engineer. The approval by the Engineer of the qualifications and appointment of Contractor, his agent or representatives for superintendence of the Work shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The Engineer shall have the right to remove from the site any of the Contractor's or his sub- contractor's personnel because of misconduct and/ or incompetence of which the Engineer shall be the sole judge.

In addition to the Contractor's Agent, the contractor shall employ reasonable number of Engineers. The number of Engineers employed should be in accordance with quantum of work and should be approved by the Engineer. The manpower schedule shall be submitted by the contractor alongwith work schedule for the approval of the Engineer. The Employer / Engineer shall have the right to retain and / or deduct from contractor's bills an adequate amount of money, if the contractor fails to perform his obligations in terms and conditions of this clause.

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

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

The Contractor's authorized 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 is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

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.

Safety, Security and Protection of Environment

Add in Sub Clause (c) of clause 19.1 General Conditions of Contract Part-I, after word "Operation" The contractor shall stand liable for any loss to property, or life and shall

indemnify the Employer against such claim, charges and proceedings if any.

Add Sub Clause (d):-

In order to minimize the negative impacts during construction stage proper planning to mitigate adverse impacts is, therefore, imperative. The Contractor shall carry out the mitigation measures according to the guidelines and satisfaction of the client. Mitigation measures to be taken to minimize negative impacts due to vehicular emissions, noise, vibrations, dust and exhaust gases. Mitigation measures against damage to utilities and traffic arrangement during construction are the contractor's responsibility. Contractor should combat the problem of inadequate backfilling of trenches/ excavations. Environmental monitoring is to be performed as per environmental Monitoring Plan.

The works carried out as above shall not be measured for payment under this section directly and the cost of such works will be considered to be included in other items of work given in the Bill of Quantities.

19.1.1 Safety of Employees and Works

The Contractor shall throughout the execution and completion be responsible to take all necessary precautions for the safety of Employees on the work, and shall comply with all applicable safety laws and building codes to prevent accident or injury to persons on, about or adjacent to the places where the work is being performed. The Contractor shall provide at works site before commencement of work, sufficient and in good working condition life saving equipments, first aid kit etc.

19.1.2 Watching and Lighting

The Contractor shall in connection with the works provide and maintain at his own cost all lights, guards fencing and watching when and where necessary as required by the Engineer or the Representative of the Engineer or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

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 Works 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.

20.1 Care of Works

Add Sub Para (c) & (d) at the end

- (c) The Contractor shall in addition to the requirement indicated herein protect any utility and work of any kind against damage or interruption of services except as specifically directed or authorized by the Engineer. In case of any damages the same shall be repaired and or restored promptly by or at the expense of the Contractor without cost to the Employer.
- (d) The Employer/Engineer shall have the right to retain and / or deduct from contractor's bill an adequate amount of money due to the contractor if the contractor fails to perform his obligations in terms and conditions of this clause.

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 traveling 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).

Add the following after 22.1(b)

22.1 The Contractor to Protect Utilities

- (c) The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.
- (d) The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewer, water or other pipes except where the Authority, Employer or Private Party owing or responsible for the same elects to make good the damage.

All injury to the surface of the land, to the beds of water courses, Protecting Banks, riverbeds, etc. Where disturbed by the works (other than where specifically ordered by the Employer), shall be repaired by the Contractor or the Authorities concerned, at the Contractor's expense. All such making good shall be to the satisfaction of the Employer.

22.4 Indemnity by Contractor

The contractor shall pay and indemnify the employer against liability in respect of all claims proceedings, damages, cost, charges, fee and expenses incurred for no fault of employer and resulting from any act, omission or neglect of contractor, subcontractor, his agents or servants. These indemnifications, obligations shall be limited to claims, damages, losses and expenses which are attributable to bodily injury, sickness, disease or death or injury to or destruction of physical property (other than work), including consequential loss of use. Such obligation shall also be limited to the extent that such claims, damages, losses or expenses are caused in whole or in part by a breach of duty of care imposed by law on the contractor or any one directly or indirectly employed by the contractor.

26.1 Compliance with Statutes Regulations, etc.

Add Sub Paras (c) and (d) at the end of 26.1 of General Conditions of Contract Part-I"

- (c) The Employer presupposes that the Contractor has cognizance of all laws of Pakistan pertaining to the execution of the work. The Contractor shall confirm in all respects with the provisions of any such statute, ordinance or law as aforesaid and the regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or public bodies and companies as aforesaid and shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such statute, ordinance, law regulation or by-law. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Employer/ Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Employer, he shall bear all costs arising there from.
- (d) The Contractor and his sub-contractors shall convey, 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.

29.2 Notices to Adjoining Property Owners

The Contractor shall send or cause to be sent written notices to Owners of property adjacent to the Site or which may be affected in any way by the performance of the work contemplate notifying them as to the extent of the work included in so far as it affect surrounding property and complying with local ordinance and laws.

29.3 Giving of Notices and Payment of Fees

The Contractor shall give all notices and pay all fees and charges required to be given or paid be any national or state statute, ordinance or other law or any regulation or by- law of any local or other duly constituted authority in relation to the execution of the work or of any temporary works and by the rule and regulations of all public bodies and companies whose property of rights are affected or may be affected in any way by the works or any temporary works.

30.2 Transport of Contractor's Equipment or Temporary Work,

In line six of Clause 30.2 General Conditions of Contract Part-I, after word “bridge” add “or gas line or any kind of utility lines”.

30.3 Transport of Material or Plant

In line one of Clause 30.3 General Conditions of Contract Part-I after word “bridge” add “gas line, or any kind of utility lines”.

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.

33.1 Clearance of Site on Completion

At the end of Clause 33.1 General Conditions of Contract Part-I add following:-

The Employer/ Engineer shall have the right to retain an adequate amount of money due to the Contractor until the site is cleaned up and all damages made good.

34.2 Rates of Wages and Conditions of Labour

The contractor shall pay rates of wages and observe conditions of labour not less favorable 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 favorable 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.

34.5 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 recognized festivals, days of rest, 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 neighborhood 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.

Add the following Sub-Clauses:

34.13 Day and Night Work and Work on Sundays or Holidays

Unless otherwise stated in the Contract, the Works shall be executed in the day only within normal working hours. No work shall be carried out on Site on Sundays (locally recognised as day of rest) and on gazetted holidays, without the consent in writing of the Engineer except if the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the works in which case the Contractor shall immediately advise the Engineer. The Engineer shall not unreasonably withhold any

such consent save in exceptional circumstances, nor do so if work on rest days or on gazetted holidays is considered by the Contractor to be necessary to meet the Time for Completion.

In case the contractor needs to work after normal working hours or on Sunday or holidays, he shall get specific approval before hand from the Engineer giving at least 2 days advance written notice. In such case, the contractor undertakes his liability to pay the Engineer for such extra working hours (beyond normal working hours) calculated on the basis of actual extra hours at the rate of 1.5 times of approved man-month rate of the Engineer's staff on duty on overtime payable to the Engineer by the 15th day of next month.

If the contractor works in night then he will have sufficient lighting arrangement at site of work and at way leaves also. He will also take necessary measures to avoid any accident.

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.

Add the following sub-clause: -

46.1 Rate of Progress

At the end of the sub-clause add following:-

The Contractor shall ensure that rate of progress does not fall below 20% of Scheduled Progress as reflected in the programme of work (submitted before issuance of letter of acceptance).

If for any reason, which does not entitle the Contractor to an extension of time, the rate

of progress of the Works or any Section is at any time, in the opinion of the Engineer, is below 20% of Schedule Progress as reflected in the programme of work, then the Client will have prerogative to either terminate the contract or reduce/ delete portion of work if the Contractor fails to improve the progress within 45 days of receipt of notice under this Clause.

47.3 Bonus for Early Completion of Works

The Clause is deleted in its entirety.

48.2 Taking over of Sections or Parts.

At the end add;

“Taking over of sections or parts may be considered at the sole discretion of Employer / Engineer”.

51.2 Instructions for Variations

In second line of Clause 51.2 General Conditions of Contract, after the word "Engineer", add the words "in writing".

52.1 Valuation of Variations

In the thirteenth line of Clause 52.1 General Conditions of Contract, after the words “Engineer shall” the following is added:

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

Add following;

“If the rates and prices in the contract shall not be applicable in the opinion of the Engineer new rates shall be fixed by the Engineer on twenty percent (20%) as contractor’s overhead and profit on the basic cost plus applicable taxes.

52.4 Day work

In line one of Clause 52.4 General Conditions of Contract Part-I after word “Engineer” add with “consent of Employer”

53.4 Failure to Comply

Delete this Sub-Clause in its entirety and substituted with the following

“If the Contractor fails to comply with any of the provisions of this Clause i.e. 53, the Contractor shall not be entitled to any additional payment, and the Employer shall be discharged from any liability in connection with the claim”.

54.5 Condition 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.

56.1 Works to be Measured

In line two of Clause 56.1 General Conditions of Contract Part-I after word “Works” add

“deviations / amendments”.

59.4 Payments to Nominated Sub-Contractors

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

59.5 Certification of Payments & Nominated Subcontractors

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

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

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

60.1 Monthly Statement

Sub-Clause 60.1 of the General Conditions of Contract is deleted and is substituted with the following Sub-Clause.

The Contractor shall submit on the basis of the joint measurement of work done under clause 56.1, to the Engineer after the end of each month, Six (6) copies, each signed by the Contractor's representative approved by the Engineer in accordance with Sub-Clause 15.1, of a statement, in a tabulated form approved by the Engineer, showing the amounts to which the Contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed:

- (a) The value of the works executed up to the end of the month in question.
- (b) The actual value certified for payment for the works executed up to the end of the previous month.
- (c) The value of the executed works for the month in question, obtained by deducting (b) from (a);
- (d) The value of any variation executed up to the end of the month in question, less the amount certified in the previous Interim Payment Certificate;
- (e) Any amount reflecting changes in cost and legislation, pursuant to Clause 70;
- (f) any amount to be withheld for retention, determined by applying the percentage

of retention stated in the Appendix A to Bid, to the amount due to the contractor, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Appendix to Bid;

- (g) Any other additions or deductions which may have become due in accordance with the Contract or otherwise.

After verification of monthly statement by the Engineer, the contractor shall make six (6) copies of the same on his own cost and submit the same to the Engineer.

60.2 Monthly Payments

Following paragraph is added at the end of the Clause.

The Engineer shall not be bound to issue an Interim Payment Certificate if the Contractor has not submitted the progress reports in accordance with paragraph (b) of Clause 14.5 and such information as shall be mutually agreed in writing between the Employer and the Contractor.

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.

60.11 Financial Assistance to Contractor

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

- (a) An interest-free Mobilization Advance of 10% 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 as per SPPRA rules.
- (1) First part within 14 days after signing of the Contract Agreement; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to;
 - i). Satisfaction of Engineer regarding mobilization of contractor on site.
 - ii). Provision of Engineer facilities as per clause 11 of Specifications – Special provision.

- (b) This Advance shall be recovered @ 10% of each bill of the contractor till the time the whole of the Mobilization Advance is recovered before the date of completion of works as per Clause 43 hereof.

On full recovery of the Mobilization Advance, the Employer will return the said guarantee to the Contractor duly discharge. However, the Employer will be at liberty to encash the Bank Guarantee of the Contractor, if the Contractor fails to extend the said guarantee 15 days before the expiry date of the guarantee.

63.1 Default of Contractor

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

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

65.2 Special Risks

The text is deleted and substituted with the following:

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

65.3 Damage to Work by Special Risks

In first line of Clause 65.3 General Conditions of Contract Part-I after word “on” delete the words “or near or in transit” and in line five after word “plant” add word “on site” and delete all words after “damaged”.

65.8. Payment if Contract Terminated

Sub Para (b) of clause 65.8 is replaced with following:-

The cost of materials, plant or goods of the Contractor which has been delivered at site for execution of work, such material, plant or goods becoming property of the Employer upon such payment being made by him.

67.3 Arbitration

In the sixth to eighth lines of Clause 67.3 General Conditions of Contract Part-I, the words “shall be finally settledappointed 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”.

Add the following paragraph:

The place of arbitration shall be Karachi, Pakistan.

68.1 Notices to Contractor

Add the following paragraph:

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 Notices to Employer and Engineer

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

- a) The Employer is:
Registrar
Institute of Business Administration (IBA)
Fauji Building IBA main campus , Karachi.
- b) The Engineer is:
Project Department
Store & Offices building IBA Main campus
Karachi

69.3 Payment on Termination

In line one of Clause 69.3 General Conditions of Contract Part-I after word “termination” add “except for clause 65 or no fault of contractor” and in line five word “any loss” is replaced with “work completed”.

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:
The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

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

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

Where:

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

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

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

etc., shall be one;

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

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

(c) Sources of Indices and Weightages

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

(d) Base, Current, and Provisional Indices

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

(e) Adjustment after Completion

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

(f) Weightages

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

71.1 Currency Restrictions

Delete this Sub-Clause in its entirety:

Add the following Sub-Clause:

72.1 Rates of Exchange

Sub-Clause 72.1 is deleted in its entirety.

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.

Add the following Sub-Clause:

73.4 Adherence to Labour Laws

The contractor shall be responsible to adhere to all labour laws whether central or provincial and get themselves registered with the relevant department including but not limited to department of Sindh Employees Social Security Institution Karachi (S.E.S.S.I.) and EOBI department and shall be responsible to pay all dues in this regard to the concerned department. The employer reserves the right to ask the contractor to provide evidence of registration and payments if and when required. Further more the contractor shall indemnify the employer and the engineer for any claim/payments etc. in this regard.

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

Add the following Sub-Clause:

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.

Add the following Sub-Clause:

77.1 Joint and Several Liabilities

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 fulfillment 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.

Add the following Sub-Clause:

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.

SPECIFICATIONS - SPECIAL PROVISIONS

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SPECIFICATIONS - SPECIAL PROVISIONS

1. DESCRIPTION OF PROJECT

1.1. General

The Employer intends to the Construction work of Recreational Area at Ground Floor IBA-Aman Tower at IBA City campus Karachi. .

2. THE SITE

2.1. Site of Works

The Site of the Works is the area for construction lying within the right-of-way lines, boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer subject to approval of Employer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall be comprised in the Site as defined in Clause 1 of the Conditions of Contract.

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

3. THE WORKS UNDER THE CONTRACT

3.1. General Description

The Contract comprises to construct the work in all respect with the provision of plant/equipment, labor and material required for execution, completion, the execution and completion of the Works, remedying of any defects therein, maintenance of utility services and everything whether of a temporary or permanent nature required in and for such execution, completion, remedying and maintenance so far as the necessity for providing the same is specified or can reasonably be inferred from the Contract.

The following description of the Works to be performed under this Contract is general in nature and is not intended to describe all of the facilities to be provided under this Contract.

Mild Steel MS Frame Structure Building ground plus with allied civil, Electrical & Plumbing Works as Structural, Architectural Plumbing and HVAC drawing and specifications and direction of the Engineer Incharge.

4. GENERAL RULES OF SPECIFICATIONS

a) Specification or as Specified

Specification" or "as specified" refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM or BSS specifications or equivalent standards shall apply in the same order.

Any item for which no specifications are outlined but which are identified on drawings, shall be completed according to the standards as per ASTM / BSS, these include items that may be added in the future. The Employer / Employer's Representative may supplement such specifications during the progress of work. All materials and processes used for these items shall be subjected to standard testing and, if found below the

pertinent ASTM / BSS standards, shall be removed from the site immediately at Contractor's expense.

b) Standards and Codes

Wherever reference is made in the specifications to the respective standards and codes in accordance to which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

c) Materials and Processes

All goods and materials to be incorporated in the Works shall be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

d) Equivalent Materials, Processes, etc.

Where specific materials, processes, etc. are specified and the same are not available other alternative materials and processes which ensure an equal or higher quality than those specified will be accepted subject to the Employer / Employer's Representative's prior review and written approval. Differences between those specified and the proposed alternatives must be fully described in writing by the Contractor and submitted to the Employer / Employer's Representative at least 30 days prior to the date when the Contractor desires the Employer / Employer's Representative's approval who may give such approval after determining that the alternative proposed ensures equal or higher quality.

e) Approved, Directed, Instructed

Approved, directed, instructed means the approval, etc. of the Employer / Employer's Representative unless otherwise stated.

f) Alternatives

Where alternative materials, processes etc., are specified the selection will depend on local conditions and discretion rests with the Employer / Employer's Representative whose decision shall be final and binding.

g) Catalogues / Standards / Manufacturer's Instructions, etc.

Wherever the manufacturer's/supplier's instructions, manuals, guarantees and ASTM/BSS Standards are referred to in the specifications and details of Bills of Quantities; all such literature shall be submitted by the Contractor to the Employer / Employer's Representative for due checking, approval and record.

h) Applicability

Unless stated or specified else-where to the contrary these General Rules shall apply to all sections of work irrespective of their sequence, location and description.

5. DRAWINGS

5.1. Bid Drawings

Bid Drawings issued with the Bid Documents, called the Tender Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for

materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 5.2 hereof.

5.2. Construction Drawings, Supplementary Drawings

After award of Contract, the Contractor shall carry out “Joint Survey” at Site of Works in pursuance to Sub-Clause 6.4, Specifications - Special Provisions. The Contractor shall submit to the Engineer “Joint Survey”, duly signed, dated and stamped by the representatives of the Employer, Consultant and Contractor.

Simultaneously, the Contractor shall submit to the Engineer detailed “Work Programme” in terms of Sub-Clause 14.1 Conditions of Contract.

After receipt of “Joint Survey” and “Work Programme” from the Contractor, the Engineer will start issuing Construction Drawings to the Contractor. The Engineer shall have authority to issue to the Contractor, from time to time, such Supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall follow these Drawings.

The Contractor shall give notice to the Engineer regarding the part of the Drawings which in his opinion contain discrepancies or are not clear. The Engineer shall issue necessary clarifications or Supplementary Drawings in greater details as required to execute the Works. These Supplementary Drawings showing changes from the Bid Drawings, in the opinion of the Contractor, shall be reviewed by the Engineer for his determination of adjustment of the Contract Price under Clause 51 and 52 of the Conditions of Contract.

5.3. Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 5.1 and 5.2 hereof.

5.4. Checking of Drawings

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

5.5. Copies of Drawings

Drawings will be issued to the Contractor and the Employer as described below.

5.5.1. Bid Drawings

One (1) set each of the Bid Drawings will be issued to the Contractor and Employer along with Bid Documents. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

5.5.2. Construction Drawings / Supplementary Drawings

One (1) print of each Construction Drawings / Supplementary Drawing will be issued to the Contractor and Employer free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

5.6. Drawings to be furnished by the Contractor / As-Built Drawings

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

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

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

The Contractor shall furnish to the Engineer six (6) complete sets of all As -Built Drawings as well as AutoCAD soft copy within thirty (30) days of receipt of drawings stated above, from the Engineer.

5.7 Shop Drawings & Design

The Contractor to prepare and provide detailed shop drawings & design, for all the required items as per the instructions and approval of the Employer/ Engineer and as mentioned in Bidding documents and drawings including but not limited to Architectural, Structural, Road works, Hard & Soft Landscaping, Electrical, Water Supply, Drainage, ICT or any related electro-mechanical works apart from Bar-bending schedule, etc. All drawings should be prepared based on the rules, regulation and requirements of the concerned departments and should be prepared electronically on latest version of AutoCAD, hard copies along with soft copies on CD's shall be submitted for the approval of Engineer as per the Nos. required in Scope of Work.

Any item which is neither shown on the drawing not mentioned in the Bill of Quantities or Specification but is a pre-requisite to carryout, the contractor is required to prepare shop drawing of the missing/ required items, distributed among the rates and prices entered for the related items of works and shall be considered to be included in the contract price. The decision of the Engineer shall be final and binding on the Contractor unless before the deadline for submission of Bids, such discrepancies are to be clarified. The clarifications in either case would be sent to all bidders as an Addendum.

6. SETTING OUT OF WORK AND SURVEY

6.1. Reference Points, Lines

The Contractor shall establish bench marks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these bench marks and / or lines.

6.2. Verification

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

6.3. Survey Instruments

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions for the use of the Engineer's Representative to check levels and lines of the work at all times. These instruments shall include (but not limited to) One Total Station, Adequate nos. of Levels, theodolites, Tapes, etc.

6.4. No work without Joint Survey

The Contractor shall not start the excavation and / or embankment works until the Joint Survey has been done to establish the existing/ original ground levels (i.e. National Surface Level or NSL).

7. APPROVAL OF MATERIALS AND PLANT

7.1. Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

The Employer will select the manufacturer of his choice and approval will be conveyed to the Engineer and Contractor.

7.2. Submission of Samples and Data

As soon as practicable after award of Contract, the Contractor shall submit for the approval of the Engineer drawings, catalogues, diagrams and other descriptive data for all mechanical, electrical, architectural and such other materials and plant designated by the Engineer subject to approval of Employer, which the Contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detail form furnished by the Engineer. Samples of materials (1 set) each shall be submitted by the Contractor to the Engineer and the Employer at Contractor's cost for approval sufficiently in advance of the materials intended to be incorporated in the Works.

7.3. Testing

Testing, except as otherwise specified herein, shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer, at no extra cost to the Employer. The Engineer/ Employer may require all testing to be carried out under their supervision only.

The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing as approved by the Engineer/ Employer.

The Contractor shall keep a complete record of all quality tests programme performed on Site.

7.4. Testing Laboratory Certificates

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

7.5. Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer/ Employer or Employer's Representative at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charge, all facilities, labour and materials reasonably needed for performing such inspection and testing as may be required by the Engineer/ the Employer or Employer's Representative.

7.6. Approved Sample at Site

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

7.7. Site Laboratory

The Contractor shall establish a site laboratory for the purpose of necessary testing. The cost of equipment and salaries of the manpower required will be borne by the Contractor.

8. CONSTRUCTION SCHEDULE

8.1. Submittal Date

The programme of Works submitted by the Contractor in accordance with Clause 14" Programme to be Submitted", of the Conditions of Contract shall be submitted in the form of a CPM schedule based on Primavera Project Planner or Microsoft Project covering all construction activities indicating critical activities with critical path, total and free float, interdependencies between the construction activities and resource scheduling for Contractor's Equipment, material and labour, within the period stated in the Appendix A to Tender. All milestones shall be clearly identified.

If the Contractor fails to submit the construction schedule indicating all the details as listed above within 30 days of Notice of Commencement a penalty of Rs 30,000/- per week will be charged on the Contractor.

8.2. Requirements

The detailed submittal shall consist of schedules, network analysis tabulations and narrative descriptions of the proposed construction programme.

Each summary or detailed schedule shall consist of a bar chart and a time -scaled network. The scheduled start and finish times for all activities on the bar chart shall agree with those on the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

The network shall show the order and interdependence of activities planned by the Contractor, and shall be time-scaled according to calendar dates.

8.3. Monthly Reports

Each month, the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.
- Network analysis tabulations as in Sub-Clause 8.3 above, reflecting actual start and finish dates where applicable.

- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

9. Not used

10. SITE OFFICE AND TEMPORARY FACILITIES PROVIDED BY THE CONTRACTOR

10.1. Contractor's Office, Facilities etc.

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utilities services. The facilities shall, not be limited to, the Contractor's Site Office, , workyard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and fire fighting equipment etc. The Contractor shall be solely responsible for arranging the facilities.

The Contractor shall arrange his, work yard, storage area, site office within the area available at the Site. The Contractor shall cardon off the area under construction.

11. SAFETY

12.1. Accident Prevention, Protective Equipment

The Contractor shall comply and enforce compliance by all his Subcontractors with the highest standards of safety and accident prevention in compliance with all applicable laws, ordinance and statutory provisions.

Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

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

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

If, safety precautions/ warning signs are not installed by the Contractor, employer will charge an amount of Rs. 10,000/- per site per day for the period.

12. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

13. The Bided Rates shall be inclusive of all lead and lift

14. No alterations or additions shall be made by the Contractor in the Bill of Quantities and rates must be filled in ink or typed out both in figures and words clearly and legibly in the columns provided in the schedule of quantities. All corrections must be initialed by the contractors. Any Tender which does not comply with this condition will be liable to be summarily rejected and not taken into account when preparing comparative statement.

15. Materials obtained from excavations will be the property of the Employer. Serviceable materials are to be stacked in places pointed out by Engineer-in-charge. The Contractor undertakes to have the site clean and free from rubbish to the satisfaction of the

Engineer. All surplus materials, rubbish, etc., will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.

16. On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, site offices, etc.), erected by him at the site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish, etc.; and in short, shall leave the site in a neat and tidy condition.
17. The contractors in the course of their works should understand that all material (e.g., stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractors (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them they will be disposed off in the interest of Employer.
18. The contractor shall inspect the site of works and acquaint himself with the nature and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting his Bid.
19. The contractor shall have to make temporary approach roads, etc., at his own cost to facilitate movement of materials, such approach roads shall be aligned in a manner approved by the Engineer.
20. The contractor shall have to make proper arrangements for road crossing barriers during working hours in the day time as well as in the night when danger lights will have to be provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents. In case an accident occurs for failure on the part of the contractor, he shall be entirely responsible for the consequences.
21. The Contractor shall have to make arrangements for diversions for traffic wherever necessary and shall have to provide diversion and caution boards as per directions of the Engineer at his own cost for which no extra cost will be paid. The diversion shall be watered and consolidated as per directions of the Engineer.
22. No material shall be removed from the site without the written permission of the Engineer.
23. Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the rates quoted by the bidders and no extra payment will be made. The rates shall be deemed inclusive of such incidental charges.
24. The Contractors shall execute all works at their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer and no additional payment will be made on this account.
25. The Engineer, subject to approval of the Employer, reserves the right to select all materials and the type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Employer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not re moved within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.

26. ATTENDANCE OF MEETINGS

The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss

progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

27.1. The Contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the Site.

27.2. The proceedings of the meetings shall be recorded by the Engineer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meetings shall be binding on the Contractor and shall form part of the Contract.

27. DOCUMENTS NOT TO BE ALTERED OR MUTILATED

No alteration or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alterations of already written prices must be signed in the place of alteration by the Bidder or his legally authorized representative.

28. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives or the Engineer or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

29. ACCESS AND EXISTING ROADS

If the Contractor finds it necessary or elects to use existing roads, the Contractor shall make all necessary arrangements and obtain all permits from the relevant departments for travel over and use of such roads. The Contractor shall observe all rules regulations of the concerned department regarding the use of said roads. The cost of maintaining all necessary safety measures and temporary structures and making any necessary repairs, replacements or similar operations and all or any other costs required by reason of his use of such roads shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such operation or interference.

30. FIRST AID FACILITIES

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.

31. FINAL HAND-OVER

At the end of the Defect Liability Period stipulated in the contract, the Employer and the Engineer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after inspection of Work, if satisfied that there are no deficiencies or defects due to work of the

Contractor shall certify the final hand-over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

Once completion has been formalized and endorsed both by the contractor as well as controlling officer, the work will be regarded as completed for all purpose as per contract agreement although the accounts may not have been settled, no further new works will be authorized against the sanctioned project and not further supplementary estimates or claims may be accepted.

32. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE

No member or officer of the Government or the Employer or the Employer's Representative or the Engineer or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

33. PROGRESS PHOTOGRAPHS

The contractor shall furnish to the Employer and to the Engineer every two weeks at least six photographs to clearly show the progress of construction. The photographs shall be submitted in glossy prints 20 cm x 20 cm. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on the face of the photographs. The set of photographs of the Engineer should accompany respective negatives.

34. SITE ORDER BOOK

The Contractor shall maintain site order book {of triplicate leaves} at the Site, for taking down instructions of the Engineer and/ or the Employers, with out any obligation and charges to the Employer / Engineer.

35. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS

The Contractor shall, during the execution of the work, submit to the Employer (3 copies) and Engineer (2 copies) so as to reach them in the first week of every calendar month, a report on the actual progress of the works attained by him during the preceding month fully supported with colour photographs of (5" x 7") size, at least 15, depicting the complete stages of the works. Each photograph should be properly pasted on A-4 size paper, indicating the location and other relevant information of the area photographed. The report will be submitted on the standard format to be supplied later on. In case the Supervision Engineer are different from the Design Engineer, one copy each of photographs should be sent to both the Engineer.

The set of photographs for the Design Engineer should be submitted with respective negatives.