



**Tender documents for REHABILITATION
OF SSTECH-BHANSAEEDABAD
Tender # PROC/EPADS/0112/26-27**

Sukkur IBA University

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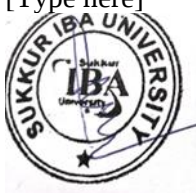


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Sukkur IBA University

www.iba-suk.edu.pk

NOTICE INVITING TENDER (THROUGH EPADS) Tender Proc/EPADS/0112

Sukkur IBA University invites bids on Composite Schedule of Rates (CSR)/item rate basis electronically through EPADS (E-Pak Acquisition & Disposal System) on a single stage Two envelope procedure from the eligible and experienced firms registered with Pakistan Engineering Council (PEC), Income tax & Sales tax and Sindh Revenue Board (whichever is applicable) departments for the following works. Manual bids will not be considered.

Name of Works	Estimated Cost Rs. in Million	Time for completion
Rehabilitation Work of SSTECH- Bhan Saeedabad	48.790	06 Months

Tender Schedule - Date and Time				
	From	To	Submission	Opening
01	August 07, 2026	August 24, 2026	24-08-2026 03:00 PM Through EPADS	24-08-2026 03:30 PM Through EPADS

1. Eligibility:

- Valid license by the Pakistan Engineering Council (PEC) in the category C-5 or above with specialized code, CE-09, CE-10 and EE11(vi).
- Valid Registered License from Electric Inspector for Electrical Works issued by Govt. of Sindh – (Hyderabad Region). In case of expiry, renewal paid challan. must be attached.
- Bidder must have valid registration with Income Tax and applicable Sales Tax along with Active Taxpayer Status.
- Bidders must have an average annual turnover as per (FBR tax returns) for the last five years that should be more than or equal to the estimated cost of the work.
- An affidavit (on non-judicial stamp paper) declaring that there is no litigation history, no blacklisting, and no involvement in any corrupt, fraudulent, or collusive practices. The affidavit shall also include an undertaking that all information and documents provided are true and correct. If, at any stage, the information is found to be bogus, fake, forged, or counterfeit, action shall be taken in accordance with the applicable rules.
- Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.

2. Method of Procurement: Single Stage Two Envelope through EPADS Bidding/Tender Documents obtained and shall be submitted through EPAD from following website:

<https://www.iba-suk.edu.pk/tenders> and <https://portalsindh.eprocure.gov.pk>

3. Terms & Conditions:

Under the following conditions, the bid will be rejected:-

- Conditional bids/tenders.
- Bids not accompanied by a bid security of the required amount and form.
- Blacklisted firms.

Bid validity Period: 90 days.

Bid Security of amount **PKR 976,000/-** of Bid Cost in the shape of a pay order should be in favor of "Sukkur IBA University."

Procuring agency reserves the right to accept or reject any or all bids prior to the acceptance of a bid as per SPP Rules 2010. (Amended to date).

In case of any query/confusion, please email at: pd@iba-suk.edu.pk

PROJECT DIRECTOR

SUKKUR IBA UNIVERSITY

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INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

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 had got approved scheme under title “**REHABILITATION OF SSTECH-BHANSAEEDABAD**” Government of Sindh in [Special Grant / seed money approved by Chief Minister Sindh](#) and had sufficient allocations for CFY 2026-2027 and intends to spend proportions of cost for execution of this work

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Valid license by the Pakistan Engineering Council (PEC) in the category C-5 or above with specialized code, CE-09, CE-10 and EE11(vi).
 - b. Valid Registered License from Electric Inspector for Electrical Works issued by Govt. of Sindh – (Hyderabad Region). In case of expiry, renewal paid challan. must be attached.
 - c. Bidder must have valid registration with Income Tax and applicable Sales Tax along with Active Taxpayer Status.
 - d. Bidders must have an average annual turnover as per (FBR tax returns) for the last five years that should be more than or equal to the estimated cost of the work.
 - e. An affidavit (on non-judicial stamp paper) declaring that there is no litigation history, no blacklisting, and no involvement in any corrupt, fraudulent, or collusive practices. The affidavit shall also include an undertaking that all information and documents provided are true and correct. If, at any stage, the information is found to be bogus, fake, forged, or counterfeit, action shall be taken in accordance with the applicable rules.
 - f. Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid by himself. 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 a contract for construction of the Works. All costs in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 05 Calendar days prior to the deadline for submission/opening of bids. Provided that any clarification in response to query by any Bidder, shall be communicated to all parties who have obtained bidding documents.

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 Each bidder shall:
- a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
 - b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - I. Evidence of access to financial resources along with average annual turnover;
 - II. Financial predictions for the current year and the two following years including the effect of known commitments;
 - III. Work commitments since prequalification;
 - IV. Current litigation information; and
 - V. Availability of critical equipment

And

- c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:
 - Appendix-E to Bid Proposed Construction Schedule
 - Appendix-F to Bid Method of Performing the Work
 - Appendix-G to Bid List of Major Equipment
 - Appendix-K to Bid Organization Chart for Supervisory Staff
 - and other pertinent information such as mobilization Programme etc.

11.2 Bids submitted by a 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.
- (f) The JV will need to submit a valid NTN registered in FBR & SRB in the name of the JV.

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. 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.

- 12.2 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.
- 12.3 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. ***(Note: Clause IB.13.1 may be amended that the payment will be made to the contractor by the client in Pakistani Rupees for whatsoever item quoted in bid, purchased / supplied).***
- 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.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call/Pay order or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in IB 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to IB 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security;
 - (ii) Sign the Contract Agreement,

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 included 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 three (03) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in IB 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- ~~18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.~~
- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

- D. SUBMISSION OF BIDS FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDURE through EPADS-SPPRA Issuance & submission of bidding documents to be done through EPADS.

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:

All bids will be submitted online via EPADS/SPPRA; therefore, the sub-clauses related to manual submission are not applicable.

- (a) ORIGINAL Bid (Technical & Financial) shall be prepared & uploaded separately through EPADS.
- ~~(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in IB 19.2 hereof.~~
- ~~(c) The technical bid should comprise of documents listed in IB11.1 (A) & the price bid should comprise of documents listed in IB 11.1 (B) which shall be placed in single 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) All Bids will be made online via EPADS/SPPRA and Bids must be received by the Employer no later than the time and date stipulated in the Bidding Data Sheet.
 - ~~(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.~~
 - ~~(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such~~

~~acknowledgment in a separate letter attached to but not included in the sealed bid package.~~

~~(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.~~

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

IB.21 Late Bids

21. (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder. **(Note: N/A in online submissions).**

(b) Delays in online submission 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 timely delivery of his bid.

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 PROCEDURE through EPDS/SPPRA Issuance & submission of bidding documents to be done through EPADS. EPADS must be written/highlighted with issuance/submission of documents.**

IB. 23 Bid Opening

23.1 The Employer will open the bids submitted only via EPADS/SPPRA in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidder's representatives who are present shall sign a register evidencing their attendance.

~~23.2 Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.~~

23.3 The bidder’s name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

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

IB.24 Process to be Confidential (SPP Rule 53)

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 (SPP Rule 43)

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 bidders 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

DETAILED TECHNICAL EVALUATION CRITERIA

S.No.	Category	Weightage/ Marks/ Points	
		Maximum	Minimum A
1.	Professional Experience Record	40	70
2.	Financial Soundness	25	
3.	Personnel Capabilities	15	
4.	Equipment Capabilities	20	
	Total:	100	70

Note: To qualify, applicants must receive not less than 70% points of maximum 100 points.

If two or more than two bidders quote the same price and the situation of tie up has arisen then work shall be awarded to the bidder having higher technical soundness.

1. Eligibility Criteria

All the applicants shall be subjected to initial scrutiny using the following criteria:

- Valid license by the Pakistan Engineering Council (PEC) in the category C-5 or above with specialized code, CE-09, CE-10 and EE11(vi).
- Valid Registered License from Electric Inspector for Electrical Works issued by Govt. of Sindh – (Hyderabad Region). In case of expiry, renewal paid challan. must be attached.
- Bidder must have valid registration with Income Tax and applicable Sales Tax along with Active Taxpayer Status.
- Bidders must have an average annual turnover as per (FBR tax returns) for the last five years that should be more than or equal to the estimated cost of the work.
- An affidavit (on non-judicial stamp paper) declaring that there is no litigation history, no blacklisting, and no involvement in any corrupt, fraudulent, or collusive practices. The affidavit shall also include an undertaking that all information and documents provided are true and correct. If, at any stage, the information is found to be bogus, fake, forged, or counterfeit, action shall be taken in accordance with the applicable rules.
- Bidder must not have forfeited CDR/or bid security with the procurement agency Sukkur IBA University.

2. Professional Experience Record

Experience for Projects Completed will be evaluated as below.

General

(Information regarding similar / comparable projects completed is to be supported by documents such as Taking over / Completion Certificate, Maintenance / Defects Liability Certificate and any other relevant document).

Sr. No.	Description	Maximum Points
1.	Experience in similar nature of work(s) executed during the last five years: i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or ii. At least two similar nature works each having minimum cost 50% of the estimated cost. Completion Certificates & Work Orders issued by the Procuring Agency must be attached.	20
2	Experience in similar nature of work(s) (In Hand): i. At least one similar nature of work having minimum cost 80% of the estimated cost of the work; or ii. At least two similar nature works each having minimum cost 50% of the estimated cost. Work Orders issued by the Procuring Agency must be attached.	20
	Sub Total:	40

3. Financial Soundness

Tendering Capability of an applicant will be taken as follows:

- The Audited Balance Sheets and Annual Turn Over for the last five years from Chartered Accountant firm must be submitted and should demonstrate the

soundness of the applicant's financial position, showing long term profitability.
Where necessary, the Employer will make inquiries with the applicant's bankers.

- Points shall be awarded under this category based on the following criteria:

Sr. No.	Description	Marks Assigned
a)	Audited Financial Statement of last five years. If the turnover mentioned in the audit report is not reconciled with the annual tax returns submitted to FBR, then no marks shall be assigned in this category.	20
b)	Available Bank Credit line certificate (From concerned Bank) Max.: 50 million. a) Upto 20 million (2 Marks) b) Upto 35 million (3 Marks) c) Upto 50 million & Above (5 Marks)	5
Total Marks Allocated		25

4. Personnel Capabilities

- **Brief Discussion of Personnel Capabilities**

Personnel deputed on site will be evaluated on the basis of following points:

(Information regarding education qualification, total work experience and specific work experience is to be supported by documents such as copy of education qualification certificate / degree and CVs of concerned personnel proposed position, duly signed and, any other relevant documents).

Sr. No.	Description	Maximum Points
1.	Project Manager (B.E Civil registered with Pakistan Engineering Council with at least 15 Years Relevant Experience of buildings/ M.E Civil registered with Pakistan Engineering Council with at least 10 Years Relevant Experience of buildings) (05 Marks for each).	05
2.	Site Engineer (1 Nos.) (B.Sc./BE in Civil Eng. or B. Tech Civil technology with 7 Years relevant Experience OR Site Engineer (02 Nos.) D.A.E Civil with 10-12 years relevant experience of buildings.) (01 Marks for each)	03
3.	Electrical Engineer (1 Nos.) (B.Sc./BE or B. Tech Electrical with at least 8-10 Years Relevant Experience of buildings) (01 Marks for each)	01
4.	Lab Technician (1 Nos.) (DAE/BE Civil with at least 7 years relevant experience) (01 Marks for each)	01
5.	Quantity Surveyor (01 Nos.) (B.Sc./BE or D.A.E Civil with at least 8 to 10 Years Relevant Experience of buildings)	01

	(01 Marks for each)	
6.	Surveyor/ Draftsman (2 Nos.) (D.A.E Civil with at least 07 Years Relevant Experience of buildings) (01 Marks for each)	02
7.	Civil Foreman/Supervisor (2 Nos.) (Intermediate with at least 10 Years relevant experience) (01 Marks for each)	02
	Sub Total:	15

** Engineers with a B.E. degree for the above-mentioned positions must be affiliated with the company. Company manpower details will be verified online through the PEC portal, and the decision will be based on the information available in the company's online record.*

5. Equipment Capabilities

The applicant should own, or have assured access to (through rented, lease, purchase agreement or other means), the following key equipment (limited to only major items of equipment) in full working order, and must demonstrate that, based on known commitments, these will be available for deployment on the proposed contract or works. The applicant may also list alternative equipment which he would propose for the contract together with an explanation of the alternate proposal.

Points will be given based on the following criteria:

Sr. No.	Description	Max. Points
1	Mixer Machine	03
3	Excavator/Shovel/Loader/Tractor (01 Nos)	02
5	Lift Machine	02
6	Form work (New marine-ply or steel formwork) (1.0) marks for each 2000 Sq-ft)	02
7	Scaffolding Pipes with all necessary accessories. (1) marks for each 2000 Rft)	02
8	Diesel Generator (100 kVA) (01 marks for each)	02
9	Concrete Vibrator (1.0) marks for each)	02
10	Plate Compactor (1.0) marks for each)	02
12	1 Total Station/Digital Theodolite	02
13	1 Level Machine/Dumpy Level	01
	Total Maximum Points	20

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause IB.27;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract.

F. AWARD OF CONTRACT

IB.29 Award (SPP Rule 49)

- 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 (SPP Rule 25)

- 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/Publication of Award of Contract (SPP Rule 25)

- 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”) through **EPADS** that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the “Contract Price”).

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

IB.32 Performance Security (SPP Rule 39)

- 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 14 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 (SPP Rule 39)

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

IB. 34 General Performance of the Bidders

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

IB.35 Integrity Pact (SPP Rule 89)

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 ten million Rupees. 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 bid, and do not constitute part of the Bid or the Contract Documents.

IB.37 Arbitration (SPP Rule 34)

Any dispute that is not amicably resolved shall be finally settled, unless otherwise specified in the Contract, under the Arbitration Act 1940 updated from time to time and would be held anywhere in the Province of Sindh at the discretion of Employer.

BIDDING DATA SHEET

Bidding Data Sheet

1.1 Name and address of the Employer:

1.1 Name of the Project & Summary of the Works:

“REHABILITATION OF SSTECH-BHANSAEEDABAD”.

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

The employer had got approved scheme under title **“REHABILITATION OF SSTECH-BHANSAEEDABAD”** from Special Grant / Seed Money Approved by Chief Minister Sindh and had sufficient allocations for CFY 2026-2027 and intends to spend proportions of cost for execution of this work

10.1 Bid language:

English

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

- (a) Letter of Technical Bid
- (b) Bid Security (IB.15)
- (c) Pending litigation information
- (d) Special Stipulations (as filled by the Employer) (appendix –A)
- (e) Proposed Construction Schedule (appendix –E)
- (f) Availability of Critical Equipment (appendix –G)
- (g) Organization Chart for Supervisory Staff (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 (appendix –N)

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

- (a) Letter of Price Bid
- (b) Foreign Currency Requirements (appendix –B)
(If required and only in case of International Bidding)
- (c) Price Adjustment under Clause 70 (Not Applicable) (appendix –C)
- (d) Bill of Quantities (appendix –D)
- (e) Estimated Progress Payments (appendix –J)

13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require.

14.1 Period of Bid Validity:

Period of Bid Validity is 90 days after the date of financial bid opening.

15.1 Amount of Bid Security:

Amount of Bid Security shall be **976,000.0** in Pak Rupees.

17.1 Pre Bid Meeting Date, venue: **Not Applicable**

18.4 Number of copies of the Bid to be completed and returned:
THROUGH EPADS One Original plus Two Copies

19.2(a) Employer's address for the purpose of Bid submission:

Room No. 212, Office of the Project Director, Sukkur IBA University (Admin Block)

20.1(a) Deadline for submission of bids:

As mentioned in the Notice Inviting Tender-NIT

23.1 Venue, time, and date of Bid opening:

As mentioned in the Notice Inviting Tender-NIT

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

Letter of Technical Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the 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).

LTB-2

- (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 Price Bid

Date:

Bid Reference No:

(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:
- (c) The discounts offered and the methodology for their application are:
- (d) Our Bid shall be valid for a period of 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.....

SPECIAL STIPULATIONS

Clause Conditions of Contract

1.	Employer's name and address	1.1.2.2 & 1.3	Office of The Project Director Sukkur IBA University Nisar Ahmed Siddiqui Rd, Delhi Muslim Housing Society, Sukkur, Sindh
2	Engineer's name and address	1.1.2.4 & 1.3	Project Director Sukkur IBA University
3.	Law applicable	5.1(b)	The law to be applied is the law of Islamic Republic of Pakistan
5.	Amount of Performance Security	10.1	5% of Contract Price stated in the Letter of Acceptance in the form of bank guarantee.
6.	Time for Furnishing programme	14.1	Within 14 days from the date of receipt of Letter of Acceptance.
7.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
8.	Time for Completion	43.1, 48.2	06 months from the date of receipt of Engineer's Notice to Commence.
	a) Amount of Liquidated Damages	47.1	0.01% for each day of delay in completion of the works subject to a maximum of 10% of the Contract Price stated in Letter of Acceptance.
	b) Amount of Bonus	47.3	N.A
9.	Defects Liability Period	49.1	12 months (365 days) Days from the effective date of Completion Certificate.
10.	Percentage of Retention Money	60.3	5 % of the amount of Interim Payment Certificate.
11.	Limit of Retention Money	60.3	10 % of Contract Price stated in the Letter Of Acceptance. (5 % Performance Security and 5% Security Deposit)
12.	Minimum amount of Interim/Running Payment Certificate (Running Bills)	60.2	Minimum 2.5 Million
13.	Minimum amount of Running Account Bills	60.2	As per actual progress of work
14.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer	60.10	30 days in case of local currency or 42 days in case of foreign funded projects.
15.	Mobilization Advance	60.12	Not Applicable

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

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

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

**PRICE ADJUSTMENT UNDER CLAUSE 70/13.8
OF CONDITIONS OF CONTRACT**

A. Weight ages or coefficients are used for price adjustment.

The source of indices and the weight ages or coefficients for use in the adjustment formula under Clause 13.8 shall be as follows:

Cost Element	Description	Weight ages	Applicable Index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labor		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags		“ “ “
(iv)	Reinforcing Steel		“ “ “
(v)	High Speed Diesel (HSD)		“ “ “
(vi)	Bricks		“ “ “
(vii)	Bitumen		“ “ “
(viii)			
	Total	1.000	

Notes:

- 1)** Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 15 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)** Fixed portion shown here is for typical road project, procuring agency/Price adjustment formula committee to determine the weight age of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

- B When Escalation is allowed on the materials only.
Price adjustment on following items shall be allowed:

Cost Element	Description	Base price	Applicable Index
1	2	3	4
(i)	Cement – in bags		Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. “ “
(ii)	Reinforcing Steel		“ “ “
(iii)	Bricks		“ “ “
(iv)	Bitumen		“ “ “
(v)	Wood (Composite item)		“ “ “
	Total five items.		

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.

BILL OF QUANTITIES

A. Work Items

Item no	Description	Quantity	Unit	Rate	Amount	Remark
<u>Civil SCHEDULE ITEM</u>						
1	Dismantling brick work in lime or cement mortar.S/ No.13 (a), ch/1, p/10	162.00	CFT	59.41	9624.42	
2	(a) Dismantling cement concrete plain 1: 4: 8.ch/2,p/10,s/no19 a	1200.00	CFT	68.12	81744	
3	Removing cement or lime plaster.ch/2,p/13,s/no.53	1680.00	SFt	5.39	9055.2	
4	(a) Removing door with chowket.P/131,s/no.33a	324.00	NO	574.26	186060.24	
5	(b) Removing Window and sky light with chowkets.ch/2,p/21,s/no.33	324.00	NO	465.31	150760.44	
6	Excavation in foundation of building bridges and other structure i/c dag belling dressing refilling around the structure with excavated earth watering and ramming lead upto 5 ft. (c) In hard soil or soft murum.S.No. 18 (c) /P-17	1108.00	P.Cft	11.88	13163.04	
7	Filling, watering and ramming earth in floor with surplus earth from foundation lead upto the one chain and lift upto 5 ft. (for plinth)S.No. 21/P-17	658.00	P.Cft	6.50	4277	
8	Filling, watering and ramming earth under floor with new earth (Excavated from outside) lead upto one chain and lift upto 5 feet. S.No. 22/P-17	9000.00	P.Cft	47.02	423180	
9	Earth work compaction (Soft ordinary or hard soil)(b) Laying earth in 6 layers levelling and dressing and watering for compaction etc. complete.S.No.13 (b)/P-16	9000.00	P.Cft	1.58	14220	
10	Bailing or pumping out sub soil water during excavation concreting cost in situ concrete or masonry work in foundation etc.S.No. 18 /P-163	12500.00	%Cft	956.40	119550	
11	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). (a) Ratio 1:4:8 S.No. 5(i)/P-25	2032.00	P.Cft	348.83	708822.56	

12	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate without shuttering). Ratio (1: 3:6) S.No. 5(h) P-25	25.00	P.Cft	388.67	9716.75	
13	Erection and removal of centering for R.C.C or plain concrete works of Partial wood vertical S.No 19 b / P-27	500.00	P.Sft	106.48	53240	
14	Reinforcement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kind of forms, moulds, lifting shuttering, curing, rendering and finishing the exposed surface (including Screening and washing of shingle)R.C.C work in roof slab beams columns rafts lintels staircases and other structural members laid in situ or pre-cast laid in position complete in all respects, ratio (II) Ratio 1:2 :4S.No. 6(a)(ii) P-25	354.75	Cft	787.71	279440.1225	
15	Dry rammed brick or stone ballast 1 1/2" to 2" gauge. S.No 2 /P-24	2032.00		104.97	213299.04	
16	Fabrication of deformed steel reinforcement for cement concrete including cutting,bending, laying in position, making joints and fastenings including cost of binding wire (also includes removal of rust from bars.) Deformed Bar Grade 60S NO 8 (ai) P-26	23.06	P.cwt	18,934.02	436594.8337	
17	Pacca brick work in ground floor in (e) Cement sand mortar. 1:6S.No 5 (e) P-30	1570.50	P.Cft	381.18	598,643	
18	Cement plaster 1:6 upto 12' height (b) 1/2" thick (For Internal Side)S.No 13 (b) /P-52	4428.06	Sft	37.01	163,883	
19	Preparing the surface and painting with matt finish i/c rubbing the surface with bathy (Silicon carbide rubbing brick) filling the voids with zink/chalk/plaster of paris mixture, applying first coat premix making the surface smooth and	4928.00	P.Sft	100.83	496,890	

		then painting 3 coats with matt finish of approved make etc: complete (3 coats) S.I. No. 36(a) / P-54					
	20	Preparing the surface and painting with plastic emulsion paint of approved make I/c rubbing the surface with sand Paper, filling the voids with chalk/ plaster of paris and then painting etc. complete. S.I. No. 39B/P-53	1104.00	P.Sft	39	42,736	
	21	2nd & subsequent coat. S.I. No. 40.B/P-53	1104.00		23	25,017	
	22	Providing and fixing Gutka Brick facing 2 1/2"x 9" x 2 1/4" size of approved design set in cement mortar 1:3 i/c filling the joints with white cement slurry colour pigment for matching i/c leveling smooth finishing, curing and scaffolding etc complete as per specification and directed by the Engineer / Incharge. S.No 103/P-86	1308.00	P.Sft	531.28	694,914	
	23	Supplying & fixing in position iron/steel grill of 3/4" x 1/4" size flat iron of approved design including painting 3 coats etc. complete (weight not to be less than 3.7 Lbs./Sq . Foot of finished grill). S.No 26 /P-76	1312.00	P.Sft	1,124.10	1,474,819	
	24	Laying floors of approved coloured glazed tiles 1/4" thick floor of approved color & size jointing in white cement and laid over 1:2 cement sand mortar 3/4" thick including grouting with matching color and finishing. S.No 24 /P-45	6620.00	P.Sft	325.40	2,154,148	
	25	Laying floor of approved with glazed tiles 1/4" thick dado of approved color & size jointing in white cement and laid over 1:2 cement sand mortar 3/4" thick including grouting with matching color and finishing. S.No 38 /P-45	1200.00	P.Sft	389.36	467,232	

26	Supply and installation of mineral fiber acoustic ceiling (non-directional) perforated pattern size 2'-0"x2-0"x1/2' thick and imported Aluminum trued section in natural anodized finish 10-12 microns coating comprising of main tee runner and edge trim. Suspension shall be made by mean of adjustable suspender of 8 SWG galvanized steel wire and cadmium plated spring clip supported at 4' 0" center to center, suspender shall be fixed to slab beam soffits with nylon anchor 1-1/2 No. 12 round headed steel screws and washerS.No 105/P-86	4864.00	Sft	318.69	1,550,108	
27	Fist class deodar wood wrought, joinery in doors and windows etc, fixxed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. (3130.83-1233.27=1897.56) (a) 1 3/4" thick(S.No 7-i(a) /P-56) - (25-b/P-58)	140.00	P.Sft	1,897.56	265,658	
28	Providing and fixing G.I frames /Choukhats of size 7" x 2" or 4 1/2" x 3" for door using 16 gauge G.I sheet I/c welded hinges and fixing at site with necessary hold fasts, filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also i/c all carriage , tools and plants used in making and fixing.S.No 28 /P-76	176.00	P.Rft	908.25	159,852	
29	Supplying & fixing in position Aluminium channels framing for slidding windows & ventilators of Alcop made with 5 mm thick tinted glass glazing (Belgium) & Aluminium fly screen I/c handles stoppers & locking arrangement etc. complete. (b) Deluxe model (Bronze).S.No 84(B) /P-83	324.00	Sft	2,386.73	773,301	
30	Providing Anti -termite treatment by spraying /sprinkling /spreading Neptachlar 0.5% Emulsion as an overall pre - construction treatment in slab type construction under the slab and along attached perches or entrances etc,	6200.00	P.Sft	11.46	71,052	

		complete as per directions of Engineer Incharge.S.No 92A /P-84					
	31	Makingand fixing fiber glass sunshade standardsize 3mmsheet (02layer)moldedinpanel in/cM.SPipe6" dia20' height at 20' center fixingC.Cfoundationwith M.SSquarepipe1-1/2" x1-1/2" doublekanchi around fromwithinternalM.SSquarepipe2x2center tocenter in/c welding assembling etc complete in all respect.S.No 119 /P-87	1000.00	P.Sft	2041.46	2,041,460	
	32	Providing and fixing stainless steel nickle coated stair case railing of 3-1/2" consisting of horizontal 2-1/2"x2 1/2" at bottom and 1-1/2"x1-1/2" vertical tube 12" center to center and 3" steel tube with round ball as directed by engineer / incharge.S.No 110 /P-86	64.00	Rft	6598.8	422,323	
	33	Providing & fixing cement paving blocks flooring having size of 197 x 97 x 60 (mm) of city /quddra / cobble shape with natural colours , having strength b/w 5000 PSI to 8500 PSI i/c filling the joints with hill sand over a bed of 2" thick hill sand or stone dust and laying and compacting in specified manner/ pattern and design etc complete.S.No 67 /P-86	5100.00	Sft	197.48	1,007,148	
	34	S/F wall panels fiber sheet of good quality i/c transporting charges making with aluminum patti of best quality complete in all respect as desired.S.No 106 /P-86	6360.00	Sft	315.13	2,004,227	
	Total Scheduled Amount					17,126,159	
	10% Below on Item No. 10.1, 10.3, 10.4 As per Notification No.D.S/1385 Dated 24-10-2024					228,300	
	Total Scheduled Amount					16,897,859	
	Premium Quoted by Contactor In% Below or Above						
	Total Scheduled Gross Amount						

Note: Premium in % Above Or Below and Rates Quoted by contactor must include all taxes including SRB, cartage and material Differences and other charges.

CIVIL WORK NON-SCHEDULE ITEM: REHABILITATION OF SSTECH-BHANSAEEDABAD

1.0	Providing and-fixing best quality MDF Laminate Imported Shutter 3/4" thick Kitchen Floor / Sink Floor Cabinet with Partal wood battens 1-1/2" x 1" fixed in walls with screws and glue incl all necessary screws, rawal plug, polishing/ painting 3 coat to gola complete as per direction of engineer incharge.	508.00	Sft			
2.0	Supply and fix, 12mm thick tempered Glass (Ghani,Tariq float or equvalent) door in any size including all necessary accessories i.e. pivot machine, S.S handle, D lock etc as specified & as per instruction of engineer in charge	384.00	Sft			

3.0	Providing and fixing aluminium glazed partitions of anodized bronze colour using deluxe section of M/s. Al-Cop or Pakistan Cables 2mm thickness i/c 8mm thick tempered Glass Partition Partialy forsted glass (Ghani,Tariq float or equvelent) with i/c rubber gasket floor mechine ,hinges , hangles , lock and rubber gasket floor mechine ,hinges , hangles , lock and hardware etc. complete in all respect as approved by the Engineer Incharge.	2352.00	Sft			
4.0	Water proofing treatment on roof slabs comprising hot bitumen coat ,2" (75mm) thick thermopore Sheet, Chicken Mesh Jali & 3" thick (1:2:4) PCC complete in all respects as approved by the Engineer Incharge.	6192.00	Per sft			
5.0	PLASTER: Removing of Old Plaster from Ceiling/Walls and removing Material Shifted away from site 1.5 Km. Providing and laying 1.5-2" thick Plaster with 1:4 CS Ratio in two Coats and Fixing Mesh Jali with Nails including Tamseel -20/Binding and Anti corrosion agent and inclusive of Mortar or material, labour Curing Complete in all	5972.00	Per sft			
Total Amount Non-Scheduled						

Note: Premium in % Above Or Below and Rates Quoted by contactor must include all taxes including SRB, cartage and material Differences and other charges

Appendix-D to Bid

Electrical work						
PART - Scheduled items						
S #	Description		Qty	Unit	Rate	Amount
	SUB HEAD I MAINS & SUB-MAINS					
D	WITH 3 WIRE PVC CONDUIT RECESSED IN THE WALL OR COLUMN					
1	Ite-22, page # 4	Providing & laying (Main or Sub Main) PVC insulated with size 3-3/.029 copper conductor in ¾" dia PVC conduit recessed in the wall or column as required	100.00	Per Rft.	519.35	51935.00
2	Ite-24, page # 5	Providing & laying (MAIN or SUB MAIN) PVC insulated with size 3-7/.029 copper conductor in ¾" Dia PVC conduit recessed in the wall or column as required.	150.00	Per Rft.	684.64	102696.00
3	Item-25, page # 5	Providing & laying (MAIN or SUB MAIN) PVC insulated with size 3-7/.036 copper conductor in ¾" Dia PVC conduit recessed in the wall or column as required.	100.00	Per Rft.	934.36	93436.00
4	Item-26, page # 5	Providing & laying (MAIN or SUB MAIN) PVC insulated with size 3-7/.044 (6mm2) copper conductor in 1" Dia PVC conduit recessed in the wall or column as required.	150.00	Per Rft.	1370.97	205645.50
N	POINT WIRING SUB-HEAD II					
5	Item-102 page # 11	Wiring for light or fan point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit recessed in the wall or column as required	10.00	Per Point .	6573.5	65735.00
6	Item-103 page # 11	Wiring for plug point with 3/.029 PVC insulated wire in 20mm (3/4") PVC conduit on surface as required	10.00	Per Point .	3816.06	38160.60
O	WITH 4 CORE OVERHEAD OR UNDERGROUND 600/1000					

Appendix-D to Bid

Appendix D to BIA						
7	Item-82 page # 9	Providing & laying (MAIN or SUB MAIN) PVC insulated & PVC sheeted with 4 core copper conductor 600/1000 volts size 35mm2	150.00	Per Rft.	8858.5	1328775.00
8	Item-84 page # 9	Providing & laying (MAIN or SUB MAIN) PVC insulated & PVC sheeted with 4 core copper conductor 600/1000 volts size 70mm2	400.00	Per Rft.	6668.83	2667532.00
Total Schedule Items						4553915.10
15% Below on Item no 7&8 As per Notification No.D.S/1385 Dated 24-10-2024						599446.05
Total Schedule Items						3954469.05
Premium Quoted by Contactor in % Below /Above						
Total Schedule Items						
S #	Description	Qty	Unit	Rate		TOTAL AMOUNT
				Supply	Installation, Testing and Commissioning	
Non-Scheduled items Electrical Item						
Supply, installation, testing and commissioning of following items including all material, tools, labor & accessories required for completion of work as per description & drawings. Complete in all respects. As shown on drawings or As per instruction of the Engineer In-charge. Note: 1) The cost of wiring items shall includes. 2) The circuit wire drop and busway plug / tap-off to light / power point riser shall be sufficient as per false ceiling levels and shall be in flexible GI conduit with PVC coating.						
1	15A, E Series E35/1/2A 10AX 250V 5 Gang 1 Way Switch with back box (Clipsal Zencello Series/Legrand,International Socket or as engineer approved) As directed/Approved by the Engineer.	30.00	Nos			
2	15A Double Multi Switch Socket with back box (Clipsal Zencello Series/Legrand,International Socket or	90.00	Nos			

Appendix-D to Bid

	as engineer approved) As directed/Approved by the Engineer.					
3	15A Single Multi Switch Socket for AC with back box (Clipsal Zencello Series/Legrand, International Socket) or As directed/Approved by the Engineer.	20.00	Nos			
4	CoreLine Panel gen6 RC132V G6 50S/840 PSD W60L60 OC CoreLine Panel gen6, 38 W, 600x600 mm, VPC, 5000 lm, 4000K, DALI, UGR19 Life 50000-70000 Hours (Philips Latest Model) As directed/Approved by the Engineer.	60.00	Nos			
5	Innovative European Design False Ceiling Fan 18" (Inverter 30 watts) (Voldam or Equivalent) As directed/Approved by the Engineer-in-Charge.	35.00	Nos			
6	Surface Mounted Circular LED Luminaire, (Myrtle) 600 mm diameter, 48W, delivering minimum 5,700 lumens, 4000K CCT, CRI ≥ 85 , UGR ≤ 17 , complete with integral constant current LED driver (220–240V, 50Hz), aluminium housing, opal polycarbonate diffuser, IP20 protection, powder-coated Silver (RAL 7001 or equivalent) finish, and complete with all necessary mounting accessories. LED lifetime shall be minimum 50,000 hours (L80B10) with minimum 5-year manufacturer's warranty. LuxeLED, Philips or Equivalent as Approved by the Engineer-in-Charge.	6.00	Nos			
8	Exhaust Fan 12", Pure Copper Winding Motor, Energy Efficient Design, Rated Voltage 220–240V AC, 50Hz, Minimum 2-Year Motor Warranty, Complete with Accessories, Brand Valid NEECA 5-Star Registration. Pak Fan, Royal Fan, Khursheed Fan GFC or Equivalent as Approved by the Engineer-in-Charge.	4.00	Nos			

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9	Circuit wiring from DB to switch board including any wiring from switch board to switch board with 2x4 Sq.mm + ECC 1x2.5 Sq.mm 1-core PVC wires in 25mm dia of concealed PVC conduit as shown on drawings. Pakistan Cables or Equivalent as Approved by the Engineer-in-Charge.	15.00	Per. Point			
10	Circuit wiring for light/fan point from switch board to first light/fan point with 1.5 Sq.mm common neutral of 2.5 Sq.mm and common + ECC of 2.5 Sq.mm wires in 25mm dia of concealed PVC conduit as shown on drawings. Pakistan Cables or Equivalent as Approved by the Engineer-in-Charge.	90.00	Per. Point			
11	Wiring of 15A Double Multi switch socket unit from DB to first outlet with 2x4 Sq.mm + ECC 1x2.5 Sq.mm 1-core PVC wires in 25mm dia of concealed PVC conduit as shown on drawings. Pakistan Cables or Equivalent as Approved by the Engineer-in-Charge.	10.00	Per. Point			
12	Wiring of 15A Double Multi switch socket unit from outlet to outlet with 2x2.5 Sq.mm + ECC 1x2.5 Sq.mm 1-core PVC wires in 25mm dia of concealed PVC conduit as shown on drawings. Pakistan Cables or Equivalent as Approved by the Engineer-in-Charge.	90.00	Per. Point			
13	Circuit wiring from DB to AC Power Plug/Socket with 2x4 Sq.mm + ECC 1x2.5 Sq.mm 1-core PVC wires in 25mm dia of concealed PVC conduit as shown on drawings. Pakistan Cables or Equivalent as Approved by the Engineer-in-Charge.	16.00	Per. Point			

Appendix-D to Bid

14	Supply at site, installation at designated location, testing and commissioning of front operated, front / back access, cubicle type, outdoor duty, floor / wall / recess / surface mounted (as specified below), totally enclosed dust and vermin proof switchboards / panels with minimum Ingress protection classification of IP 55, fabricated from 14SWG thick CRCA sheets with degreased and de-rusted, zinc phosphated, electro-static powder coating of 15 micron thickness in gray color finished. The panels must be suitable for 415 volts 3 phase, 4 wire, 50 Hz, system, must be able to withstand symmetrical fault level of 65KA and must include all interconnections, all auxiliaries, internal wiring, designation labels on MCCB/MCBs, earthing and bonding requirements etc. complete with all internal wiring, labeling, cable glands, gland shrouds, copper lugs, Copper Busbar, insulating barriers, mechanical interlocks, and accessories necessary for full functionality. The panels must conform to Drawings & Standards specified in relevant specifications, as required and as given below/as per engineer approved. INCOMING 1 Nos. 250Amps to 150Amps 4P, 50kA, MCCB. (Adj.) 3-Phase indication lamps. With fuse 3-C.Ts 300/5 Amps. Digital Energy Analyzer: A panel-mounted, 96×96 mm true-RMS energy analyzer suitable for	1.00	Nos				
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Appendix-D to Bid

3-phase, 415 V, 50 Hz systems. Measures and displays voltage, current, active/reactive/apparent power, energy (kWh/kVARh), power factor, and frequency. Compatible with external CTs and supports Modbus (RS-485) communication for integration. Bus bar (Pure Copper) capacity = 400 amps. at 50°C All S.P MCB 6KA 3-Exhaust fan Neutral bar. Earth bar. OUTGOING 2Nos-63Amps, 15 KA, MCCB , 3 Pole. Air Conditioner & Printing machine, 4Nos-40Amps TP, 10 KA, MCB. Power Socket 10Nos-20 Amps S.P, 6 KA, MCBs 10Nos-16 Amps S.P, 6 KA, All incoming and outgoing cables shall be terminated using high-quality copper lugs with gland shrouds, and all cable entries shall have suitable Brass cable glands. The Panel shall comply with IEC 60529, IEC 60947, and IEC 60204 standards, and be tested for insulation, continuity, functional operation, and breaker interlocking prior to handover. Note: All accessories required for the Panel, shall be of European or internationally recognized standard quality. Circuit Breakers shall be Terasaki (Japan) or Schneider Electric (France). Digital energy analyzers shall be Circutor, Schneider Electric, or equivalent European standard manufacturer. Panel Manufacture: Hussain and CO /Libra / HRA switch Gears/ or Equivalent As directed/Approved by the Engineer.					
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BD-2

Appendix-D to Bid

15	Distribution Board 12*18 14 SWG with TP 63Amp 1 Nos, SP 32A 4Nos, SP 20A 5Nos, SP 16A 5Nos, Neutral Busbar, Shorting Strip Copper A1 quality, including all material used in DB and Complete Wiring in all respect As approved by Engineer	1.00	Nos				
Total Amount							
Note: 1) Contractor is advised to confirm the cable running lengths and termination as per site conditions before commencement of work. 2) The ECC to be run with each circuit shall be loop-in and loop-out type, joints are not allowed. It will be green in color.							
Note: The contractor is required to visit the site to verify all existing conditions, including cable running lengths, termination requirements, and material quantities. The contractor must confirm all details before submitting the bid and prior to the commencement of work. Any discrepancies identified during execution shall be communicated immediately for approval.							
Total							
Total (In Millions)							

Note: Premium in % Above or Below and Rates Quoted by contractor must include all taxes including SRB, cartage and material Differences and other charges

PLUMBING WORK						
Ref. No. / NSI	Item no	Description	Unit	Qty	Rate (Rs.)	Amount (Rs.)
SCHEDULE ITEM						
SECTION -1 SANITARY FIXTURES AND FITTINGS						
S.I. No.23/P-189	1.1	Providing & fixing in position nyloon connection complete with 1/2" dia brass stop cock with pair of brass nuts and linig joints to nyloon connection .	Each	14.00	637.65	8,927
S.I. No.19-a/P-199	1.2	Providing & fixing C.P muslim shower with double bib cock & ring pipe .	Each	8.00	5,475.60	43,805
S.I. No.14-a/P-198	1.6	(a) Supplying & Fixing wash basin mixture of superior quality with C.P head 1/2" dia	Each	2.00	3,135.60	6,271
S.I. No.23/P-199	1.8	Supplying & Fixing bath room accessories set (7 Piece) i/c towel rod , brush holder , soaptray,shelf of approved design i/c cost of screw nuts etc complete .(Master Brand)	Each	2.00	14,320.80	28,642
S.I. No.13b/P-198	1.10	(b) S/Fixing long bib- cock of crystal head with 1/2" dia.	Each	8.00	2,784.60	22,277
S.I. No.1(bi) /P-203	1.12	Supplying & fixing 6" x 4" earthen gully trap with 4" outlet complete with 4" thick 1:2:4 C.C for bed & 1/2 thick cement plaster (1:3) to the karb C.I grating 6" x 6" and C.I. cover and frame 12"x12" (inside) etc Complete (b) earthen ware glazed gully trap(a) (i) 6'x6"x4" (i) With C.I Cover and Frame	Each	2.00	3,276.00	6,552

Appendix-D to Bid

S.I. No.O- a/P-134	1.1 3	Constructing manhole or inspection chamber for the required diameter of circular sewer and 3'-6"(1067mm) depth with walls of B.B in cement sand mortar 1:3 cement plastered 1:3, 1/2" thick inside of walls and 1" (25mm) thick over benching and channel i/c fixing C.I manhole Cover with Frame of Clear opening 1-1/2' x 1-1/2' (457x457 mm) of 1.75 cwt (88.9) embedded in plain C.C 1:2:4 and fixing 1" (25mm) dia M.S Steps 6' (150 mm) Wide Projecting 4" (102mm) from the face of wall at 12" (305 mm) C/C duly Painted Etc. Complete as per standard Specification and Drawing. (a) 4" to 12" dia 2'x2'x3'-6"	Each	2.00	55,584.18	111,168
S.I. No.10/P- 187 + S.I. No.11/P- 187	1.1 4	Providing and fixing 24"x18" lavatory basin with Pedestal in white glazed earthen ware complete with & including the cost of W.I. or C.I. cantilever bracket 6 inches built into wall, painted white in two coats after a primary coat of red lead paint, a pair of 1- 1/2" dia chrome plated pillar taps, 1-1/2" rubber plug & chrome plated brass chain 1-1/4" dia malleable iron or C.P. brass traps malleable iron or brass unions and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4 (Foreign Equivalent).	Each	1.00	27,770.05	27,770
S.I. No.4/P- 186	1.1 6	Providing and fixing European type white glazed earthen ware wash down W.C. pan complete with & including the cost of white / black plastic seat (Best quality) and lid with C.P. brass hinges best quality and buffers 3 gallons white glazed earthen ware low level flushing cistern with siphon fitting 1½ " dia	Each	13.00	44,244.72	575,181

Appendix-D to Bid

		white porcelain enameled flush bend dia and making requisite number of holes in walls , plinth & floor for pipe connection & making good in cement concrete 1:2:4.(Foreign quality) . (ICL or equivalent).				
S.I. No.2-i/P-184	1.1 7	Providing and fixing squatting type white glazed earthen ware W.C. pan with front flush inlet & complete with including the cost of flushing cistern with internal fitting and flush pipe with bend and making requisite number of holes in walls, plinth & floor for pipe connection & making good in cement concrete 1:2:4. (Foriegn Quality)(23 inch)	Each	4.00	11,858.54	47,434
S.I. No.2b/P-190	1.1 8	Providing and fixing C.P. brass toilet paper brackets complete (similar) to twyford design number 1108 superior quality.	Each	8.00	1,170.00	9,360
S.I No 5/P-190	1.1 9	Supplying & fixing soap tray of superior quality and design with fine finishing with C.P. screws etc. complete.	Each	2.00	585.00	1,170
S.I No 9/P-204	1.2	Fixing floor traps of sizes with grating including cutting and making good the requisite number of holes in walls, plinth and floors and making good in 1:2:4 C.C.	Each	2.00	1,170.00	2,340
SECTION -2 VALVES						
S.I. No.6/P-198	2.1	Supplying & fixing ball valves (china)				
	a	1" dia	Each	5.00	1,322.10	6,611
	b	1-1/2" dia	Each	5.00	1,439.10	7,196
	c	2" dia.	Each	2.00	1,614.60	3,229
SECTION -3 WATER SUPPLY PIPES AND FITTINGS						
S.I No 1/P-113	2.1	Providing,Laying & Fixing in trench i/c fitting, jointing & testing etc complete in all respect the high Density Polythylene PE pipes (HDPE-100) for W/S confirming ISO 4427/DIN8074/8075 B.S 3580 & PSI 3051. PN 10				

Appendix-D to Bid

		(a) 25mm dia	Rft	100.00	57.99	5,799
		(b) 32 mm dia	Rft	30.00	70.59	2,118
		(c) 40 mm dia	Rft	20.00	98.54	1,971
		(d) 50mm dia	Rft	10.00	144.07	1,441
SECTION -3 SOIL, WASTE AND VENT PIPES						
S.I No 2/P-193	3.1	Providing UPVC. pipes specials and clamps etc. including fixing cutting and fittings complete with and including the cost of breaking through walls and roof making good etc. with pigment to match the colour of the building and testing with water to a pressure bead of 200 feet and handling. 4" dia SDR series	Rft	30.00	465.53	13,966
S.I No 2/P-194	3.2	Providing and fixing upvc Soil and Waste Pipe with specials and clamps including fixing, cutting and fitting including the cost of breaking through walls and roofs etc complete and as per instructions of engineer in charge. 4 inches (110mm) dia (Dadex or equivalent)	Rft	30.00	950.38	28,511
TOTAL SCHEDULE ITEMS						961,738
10% Below on Items As per Notification No.D.S/1385 Dated 24-10-2024						96,174
TOTAL SCHEDULE ITEMS						865,564
Premium Quoted by Contactor in % Below /Above						
TOTAL SCHEDULE ITEMS						

Note: Premium in % Above or Below and Rates Quoted by contactor must include all taxes including SRB, cartage and material Differences and other charge

Appendix-D to Bid

ABSTRACT SHEET						
REHABILITATION WORK OF SSTECH-BHANSAEEDABAD						
COST SUMMARY						
S.No	DESCRIPTION	SCHEDULE ITEM	PREMIUM ON SCHEDULE ITEMS	AMOUNT OF PREMIUM	NON-SCHEDULE ITEM	TOTAL AMOUNT
		a	b	c = a x b	d	e = a+c+d
	CIVIL WORKS		_____ %			
2	PLUMBING WORKS		_____ %			
3	ELECTRICAL WORKS		_____ %			
	TOTAL COST					
	TOTAL COST					

Note: Premium in % Above or Below and Rates Quoted by contactor must include all taxes including SRB, cartage and material Differences and other charge

**PROPOSED CONSTRUCTION SCHEDULE (If
Required by the Employer)**

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

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

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.

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						

Equipment:

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

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

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).

Appendix-H to Bid

5. Other Items Proposed (Security services, etc.). The Contractor should mention here what his proposed environmental measures for the project are 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 of at a safe location, preventing 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.

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2
Not Applicable	

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (in Percentage of total amount)
1	2
1st Quarter	
2 nd Quarter	
.....	
.....	
.....	
.....	
.....	
.....	
.....	
Bid Price	

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

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Employer:
Signature:
[Seal]

Name of Contractor:
Signature:
[Seal]

FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE/BOND

AND

INDEMNITY BOND FOR SECURED ADVANCE

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____ (Rs. _____)

Bid Reference No. _____

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

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

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

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

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

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

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

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address

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

Guarantee No. _____
 Executed on _____
 Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

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

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

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

Witness:	_____ Guarantor (Bank)
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	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) 20____ between _____ (hereafter called the ("Employer")) of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesses as follows:

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

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

Signature of the Contactor

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

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

 (Particulars of Contract)
 with _____ (hereinafter called the "Contractor").

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

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

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

NOW, THEREFORE, the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails and commits default in 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 _____ whichever is earlier.

(Date)

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

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

GUARANTOR

1.

Signature
2.

Name
3.

Title

WITNESS

1.

Corporate Secretary (Seal)
2.

(Name Title & Address)

Corporate Guarantor (Seal)

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

(ON RS.400 NON JUDICIAL 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 _____

(LIST OF APPROVED MANUFACTURERS) Appendix-M to Bid

(To be signed by the Bidder)

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Engineer / Employer who shall then decide and approve the sample and the manufacturer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer/Employer.

Onus lies with the Contractor for establishing the genuineness of any material/product item for its make and origin as specified below: -

GENERAL SOURCE OF SUPPLY OF MATERIAL/ GENERAL NOTES

1. Bricks in Pacca brick works used in sub structure will be from Rahimyar Khan; Gomal or G mark, (A-I Quality, approved by Client)
2. Bricks in face brickwork will be from Lahore. (A-I Quality, approved by Client).
3. Fine aggregate (Hill sand) will be from Bholari quarry.
4. Coarse aggregate (Crush stone, Ballast) will be from Kot Bungalow.
5. Deformed Steel (Grade 60) from Amreli/Razaque/Abid/Naveena steel or equivalent with prior approval from Engineer in charge will be used, no rust will be allowed, at site steel must be covered with plastic covers to save it from humidity/moisture.
6. Grade 53-S.R Cement Up to plinth level (DG/Falcon)/equivalent-approved by the PD/PC will be used.
7. OPC Grade 53/ASTM C-150-DG/Falcon Cement/equivalent-approved by the PD/Director Works will be used in all construction work. Proper and adequate steps must be taken for curing.
8. New Steel/marine ply shuttering will be used for RCC work in, columns, slabs and beams.
9. All material to be used will be laboratory tested along with authentication certificate and finally selected by the client/ Consultant.
10. Use of vibrator is must in every RCC work.
11. Concrete free fall should not be more than 1.5 meter (As per ACI standards) otherwise, chout / casing will be used for concrete pouring.
12. Before execution of any activity, CRF (Check Requisition Form) / shop drawings must be submitted for its approval, then execution, if required sample should be prepared for approval.
13. Semi Auto mixers shall be used in cementing work.
14. Before start of work proper work schedule for completion on Bar Chart, or on any software-based planning schedule for whole project must be submitted, along with this a fortnightly schedule to monitor and evaluate the progress of work.
15. Qualified and Experienced engineer must be available at site.
16. All safety measures for Staff, surrounding property etc. must be taken as asked by Client.
17. Establish a site office along with Office - Rooms with attached toilet, fully furnished with AC & Computers, printers at site, material testing lab for material testing.

HSE Safety Policy

There will be mandatory compliance with HSE policies and procedures.

Creating a comprehensive Health, Safety, and Environment (HSE) Safety Policy for construction contracts is essential for ensuring the well-being of all workers and stakeholders:

Mandatory Compliance:

The Contractor will comply with all of the following:

1. General Construction Work

- **Hard Hats:** Required to protect against head injuries from falling objects.
- **Safety Glasses:** To protect eyes from dust, debris, and chemical splashes.
- **High-Visibility Vests:** To ensure workers are visible to machinery operators and other workers.

2. Working at Heights

- **Fall Arrest Systems:** Harnesses and lanyards to prevent falls.
- **Non-Slip Footwear:** To provide traction and prevent slips.
- **Guardrails:** Temporary barriers to prevent falls from edges.

3. Electrical Work

- **Insulated Gloves:** To protect against electrical shocks.
- **Arc Flash Clothing:** Flame-resistant clothing to protect against arc flashes.
- **Face Shields:** To protect the face from electrical sparks and debris.

4. Welding and Cutting

- **Welding Helmets:** To protect eyes and face from sparks and intense light.
- **Leather Gloves:** To protect hands from heat and sparks.
- **Fire-Resistant Clothing:** To protect against burns.

5. Handling Hazardous Materials

- **Respirators:** To protect against inhalation of harmful substances.
- **Chemical-Resistant Gloves:** To protect hands from chemical exposure.
- **Protective Suits:** Full-body suits to prevent skin contact with hazardous materials.

6. Demolition Work

- **Dust Masks:** To protect against inhalation of dust and debris.
- **Steel-Toed Boots:** To protect feet from heavy falling objects.
- **Ear Protection:** To protect against loud noises from machinery.

7. Concrete Work

- **Rubber Boots:** To protect feet from wet concrete.

- **Knee Pads:** To protect knees when working on concrete surfaces.
- **Safety Goggles:** To protect eyes from splashes of concrete.

8. Excavation Work

- **High-Visibility Clothing:** To ensure visibility in low-light conditions.
- **Safety Harnesses:** For workers in deep trenches to prevent falls.
- **Dust Masks:** To protect against inhalation of dust.

[Notes on the Conditions of Contract]

The Conditions of Contract comprise two parts:

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

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation International des Ingenieurs-Conseils, or FIDIC), and is 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 have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

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

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

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

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

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

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

Switzerland

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



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

**PART I GENERAL CONDITIONS
WITH FORMS OF TENDER AND AGREEMENT**

NOT TO BE USED

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

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

1.1 Definitions

- (a) (i) The Employer is Sukkur IBA University at Sukkur
- (a) (iv) The Engineer is Project Director

The following paragraph is added:

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

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

The following paragraph is added:

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

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

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply:
The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses. The Employer may further vary according to need of the project;

- (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-Clauses 12.2 “Not Foreseeable Physical Obstructions or conditions”
- (iii) Any action under Clause 10 “Performance Security” and Clauses 21,23,24 & 25 “Insurance” of sorts.
- (iv) Any action under Clause 40 “Suspension”
- (v) Any action under Clause 44 “Extension of Time for Completion”
- (vi) Any action under Clause 47 “Liquidated Damages for Delay” or payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3)
- (vii) Issuance of “Taking over Certificate” under Clause 48.
- (viii) Issuing a Variation Order under Clause 51 except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by 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 Clause
- (xi) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xiv) Any change in the ratios of Contract currency proportions and payments thereof under clause 72 “Currency and Rate of Exchange”.

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

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

2.2 Engineer's Representative

Add the following paragraph:

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

4.1 Subcontracting

The Contractor shall not subcontract the whole of the Works. Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- (a) the provision of labor,
- (b) the purchase of materials which are in accordance with the standards specified in the Contract,
- (c) the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

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

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

The following Sub-Clauses 6.6 and 6.7 are added

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 28 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 5% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.

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.

12.1 Not Foreseeable Physical Obstructions or Conditions

If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Employer. On receipt of such notice, the Engineer shall if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price,

and shall notify the Contractor accordingly, with a copy to the Employer. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may take in the absence of specific instructions from the Engineer.

14.1 Programme to be submitted (If required by the Employer)

The programme shall be submitted within 28 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.
- ii) a CPM identifying the critical path/activities.

(Employer to select appropriate one)

14.3 Cash Flow Estimate to be submitted

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

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

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

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

The Contractor's authorized 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 authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

16.4 Employment of Local Personnel

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

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,

- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

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

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

22.1 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss of or damage to any property (other than the Works),

which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 22.2.

22.2 Exceptions

The "exceptions" referred to in Sub-Clause 22.1 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,

- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, is or through any land,
- (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and
- (d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Employer, his agents servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

23.1 Third Party Insurance (including Employer's Property)

The Contractor shall, without limiting his or the Employer's obligation and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 24) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 22.2.

23.2 Minimum Amount of Insurance

Such insurance shall be for at least the amount stated in the Appendix to Tender.

23.3 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insureds.

24.1 Accident or Injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

24.2 Insurance Against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works.

Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under the Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

25.5 Insurance Company

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

Costs of such insurances shall be borne by the Contractor.

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages and observe conditions of labor 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 labor so established, the Contractor shall pay rates of wages and observe conditions of labor 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 labor from amongst the persons in the services of the Employer or the Engineer; except with the prior written consent of the Employer or the Engineer, as the case may be.

34.4 Housing for Labor

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

housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.

34.5 Health and Safety

Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labor 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 labor.

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 labor.

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 and religious and other customs.

34.11 Disorderly Conduct

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

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

39.1 Removal of Improper Work, Materials or Plant

The Engineer shall have authority to issue instructions from time to time, for:

- (a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract,
- (b) the substitution of proper and suitable materials or Plant, and
- (c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of
 - (i) materials, Plant or workmanship, or
 - (ii) design by the Contractor or for which he is responsible,

is not, in the opinion of the Engineer, in accordance with the Contract

40.1 Suspension of Work

The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is:

- (a) otherwise provided for in the Contract,

- (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,
- (c) necessary by reason of climatic conditions of the Site, or
- (d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any actor default by the Engineer or the Employer or from any of the risks defined in Sub-Clause 20.4), Sub-Clause 40.2 shall apply.

40.2 Engineer's Determination following Suspension

Where, pursuant to Sub-Clause 40.1, this Sub-Clause applies the Engineer shall, after due consultation with the Employer and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

and shall notify the Contractor accordingly, with a copy to the Employer.

40.3 Suspension lasting more than 84 Days

If the progress of the Works or any part thereof is suspended on the written instructions of the Engineer and if permission to resume work is not given by the Engineer within a period for 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 40.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 51 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Employer and terminates his employment under the Contract in accordance with the provisions of Sub-Clause 69.1, whereupon the provisions of Sub-Clause 69.2 and 69.3 shall apply.

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

43.1 Time for Completion

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed, in accordance with the provisions of Clause 48.1, within the time stated in the Appendix to Tender for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.1.

44.1 Extension of Time for Completion

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) any delay, impediment or prevention by the Employer, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible,

Being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

47.1 Liquidated Damages for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Employer the relevant sum stated in the Appendix to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

47.2 Reduction of Liquidated Damages

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of Alternative provisions in the

Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole or part(s) of the Works pursuant to Sub-Clauses 48.1 and 48.2(a) respectively of the General Conditions of Contract, be paid bonus up-to a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages prescribed in Appendix-A to Bid “Special Stipulations”. *(Note: Clause 47.3 may be read as Not Applicable)*

48.1 Taking-Over Certificate

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

48.2 Taking Over of Sections or Parts

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

49.1 Defects Liability Period

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

- (a) the date of completion of the Works certified by the Engineer in accordance with Clause 48, or
- (b) in the event of more than one certificate having issued by the Engineer under Clause 48, the respective dates so certified,

and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.

50.1 Contractor to Search

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, with a copy to the Employer, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the Contract, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.

51.1 Variations

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,
- (b) omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) change the character or quality or kind of any such work,
- (d) change the levels, lines, position and dimensions of any part of the Works,
- (e) execute additional work of any kind necessary for the completion of the Works, or
- (f) change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 52. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor

51.2 Valuation of Variations

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

52.1 Instructions for Variations

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

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

(Employer may vary this Sub-Clause)

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

56.1 Works to be measured

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorized agent, who shall:

- (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and
- (b) supply all particulars required by the Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.

59.4 Payments to Nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts which the

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

59.5 Certification of Payments & Nominated Subcontractors

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

- (a) satisfies the Engineer in writing that he has reasonable cause for withholding or refusing to make such payment, and
- (b) produces to the Engineer reasonable proof that he has so informed such nominated Subcontractor in writing,

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

60.1 Monthly Statements

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

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

In Para (c) the words “the Appendix to Tender” are deleted and substituted with the words “Sub-Clause 60.11 (a) (6) hereof”.

(in case Clause 60.11 is applicable)

60.2 Monthly Payments

In the first line, “28” is substituted by “14”.

60.3 Payment of Retention Money

- (a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent

Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.

- (b) Upon the expiration of the Defects Liability Period for the Works the other

half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or part of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time, there shall remain to be executed by the Contractor any work instructed, pursuant to Clause 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

60.8 Final Payment Certificate

Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Employer (with a copy to the Contractor) a Final Payment Certificate stating:

- (a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled other than under Clause 47, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer as the case may be.

60.10 Time for Payment

The text is deleted and substituted with the following:

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

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided

that:

- (1) The materials are in accordance with the Specifications for the Permanent Works;
 - (2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 - (3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;
 - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

60.12 Financial Assistance to Contractor

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

(Appropriate alternative only to be retained)

Alternative One: Mobilization Advance (Not Applicable)

- (a) 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.

- (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
 - (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of mobilization of the Contractor.
- (b) This Advance shall be recovered in equal installments; first installment at the expiry of third month after the date of payment of first part of Advance and the last installment two months before the date of completion of the Works as per Clause 43 hereof.

Alternative Two: Mobilization/ Demobilization Cost (Not Applicable)

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

- (i) 80 % of the Mobilization Cost shall be paid for mobilization at Site. This payment shall be in three stages as follows:
 - Stage I: 20 % of Mobilization Cost upon obtaining and furnishing of Performance Security and insurance policies and construction of camp and housing facilities as required under the Contract;
 - Stage II: 30 % of Mobilization Cost upon providing & installing preliminary requirements of Contractor's Equipment, materials and temporary structures for the commencement of Works to the satisfaction of the Engineer and achieving 3 % value of the Works (excluding payment under Stage-I);
 - Stage III: 30 % of Mobilization Cost upon providing balance Contractor's Equipment to complete full requirement for the entire work and after achievement of progress to the extent of 6 % value of the Works (excluding payments under Stages I and II); and
- (ii) 20 % of Mobilization Cost shall be paid for operation and maintenance of the constructed facilities and for demobilization as per schedule of payment to be submitted by the Contractor in accordance with Clause 57.2 and approved by the Engineer.

Alternative Three: Materials Supplied by Employer (Not Applicable)

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

of actual consumption.

The list of materials, quantities and rates to be charged to the Contractor shall be provided along with Appendix-A to Bid “Special Stipulations”.

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

62.1 Defects Liability Certificate

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer and delivered to the Employer, with a copy to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clause 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of the Defects Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

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.

63.3 Payment after Termination

If the Employer terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Employer have been ascertained and the amount thereof certified

by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

63.4 Assignment of Benefit of Agreement

Unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and termination referred to in Sub-Clause 63.1, assign to the Employer the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

65.1 No Liability for Special Risks

The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 65.2, whether by way of indemnity or otherwise, for or in respect of:

- (a) destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,
- (b) destruction of or damage to property, whether of the Employer or third parties, or
- (c) injury or loss of life.

65.2 Special Risks

The Special Risks are:

- (a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 20.4, and
- (b) the risks defined under paragraph (b) of Sub-Clause 20.4 insofar as these relate to the country in which the Works are to be executed.

65.3 Damage to Works by Special Risks

If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:

- (a) rectifying any such destruction or damage to the Works, and
- (b) replacing or rectifying such materials or Contractor's Equipment,

and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value thereof as determined by the Engineer) and shall notify the Contractor accordingly, with a copy to the Employer.

65.4 Projectile, Missile

Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munition, or explosive of war, shall be deemed to be a consequence of the said special risks.

65.5 Increased Costs arising from Special Risks

Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Employer shall repay to the Contractor any costs of the execution of the Work (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer.

65.6 Outbreak of War

If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavor to complete the execution of the Works. Provided that the Employer shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the parties under this clause and Clause 67, terminate, but without prejudice to the rights of either party in respect of any antecedent breach thereof.

65.7 Removal of Contractor's Equipment on Termination

If the Contract is terminated under the provisions of Sub-Clause 65.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

65.8 Payment if Contract Terminated

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Employer, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- (a) the amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper portion of any such items which have been partially carried out or performed;
- (b) the cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Employer upon such payments being made by him;

- (c) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;
- (d) any additional sum payable under the provisions of Sub-Clauses 65.3 and 65.5;
- (e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and
- (f) the reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.

Provided that against any payment due from the Employer under this Sub-Clause, the Employer shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Employer from the Contractor under the terms of Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Employer and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Employer.

67.1 Engineer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause

67.2 Amicable Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 67.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

67.3 Arbitration

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

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

The following paragraph is added:

The place of arbitration shall be Sukkur, Sindh, Pakistan.

67.4 Failure to Comply with Engineer's Decision

Where neither the Employer nor the Contractor has given notice of intention to commence arbitration of a dispute within the period stated in Sub-Clause 67.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 67.3. The provisions of Sub-Clause 67.1 and 67.2 shall not apply to any such reference.

68.1 Notice to Contractor

The following paragraph is added:

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

68.2 Notice to Employer and Engineer

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

- a) The Employer: Sukkur IBA University
.....
(to be filled in by the Employer as appropriate)
- b) The Engineer: Project Director (SIBAU)
.....
(to be filled in by the Employer as appropriate)

69.1 Default of Employer

In the event of the Employer:

- (a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Employer is entitled to make under the Contract,
- (b) interfering with or obstructing or refusing any required approval to the issue of any such certificate,
- (c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or
- (d) giving notice to the Contractor that for economic reasons it is impossible for him to continue to meet his contractual obligations,

The Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Employer, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.

69.2 Removal of Contractor's Equipment

Upon the expiry of the 14 days' notice referred to in Sub-Clause 69.1, the

Contractor shall, notwithstanding the provisions of Sub-Clause 54.1, with all reasonable dispatch, remove from the Site all Contractor's Equipment brought by him thereon.

69.3 Payment on Termination

In the event of such termination the Employer shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65, but, in addition to the payments specified in Sub-Clause 65.8, the Employer shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

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 day work 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 (labor, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d , etc., shall be one;

L_n, M_n, E_n , etc., are the current cost indices or reference prices of the cost elements

for month “n”, determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and

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.

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

72.1 Rates of Exchange

Where the Contract provides for payment in whole or in part to be made to the Contractor in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the country in which the Works are to be

executed.

72.2 Currency Proportions

Where the Employer has required the Tender to be expressed in a single currency but with payment to be made in more than one currency and the Contractor has stated the proportions or amounts of other currency or currencies in which he requires payment to be made, the rate or rates of exchange applicable for calculating the payment of such proportions or amounts shall, unless otherwise stated in Part II of these Conditions, be those prevailing, as determined by the Central Bank of the country in which the Works are to be executed, on the date 28 days prior to the latest date for the submission of tenders for the Contract, as has been notified to the Contractor by the Employer prior to the submission of tenders or as provided for in the Tender.

72.3 Currencies of Payment for Provisional Sums

Where the Contract provides for payment in more than one currency, the proportions or amounts to be paid in foreign currencies in respect of Provisional Sums shall be determined in accordance with the principles set forth in Sub-Clauses 72.1 and 72.2 as and when these sums are utilized in whole or in part in accordance with the provisions of Clauses 58 and 59.

73.1 Payment of Income Tax

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

73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable)

74.1 Integrity Pact

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

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

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

75.1 Termination of Contract for Employer's Convenience

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

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

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

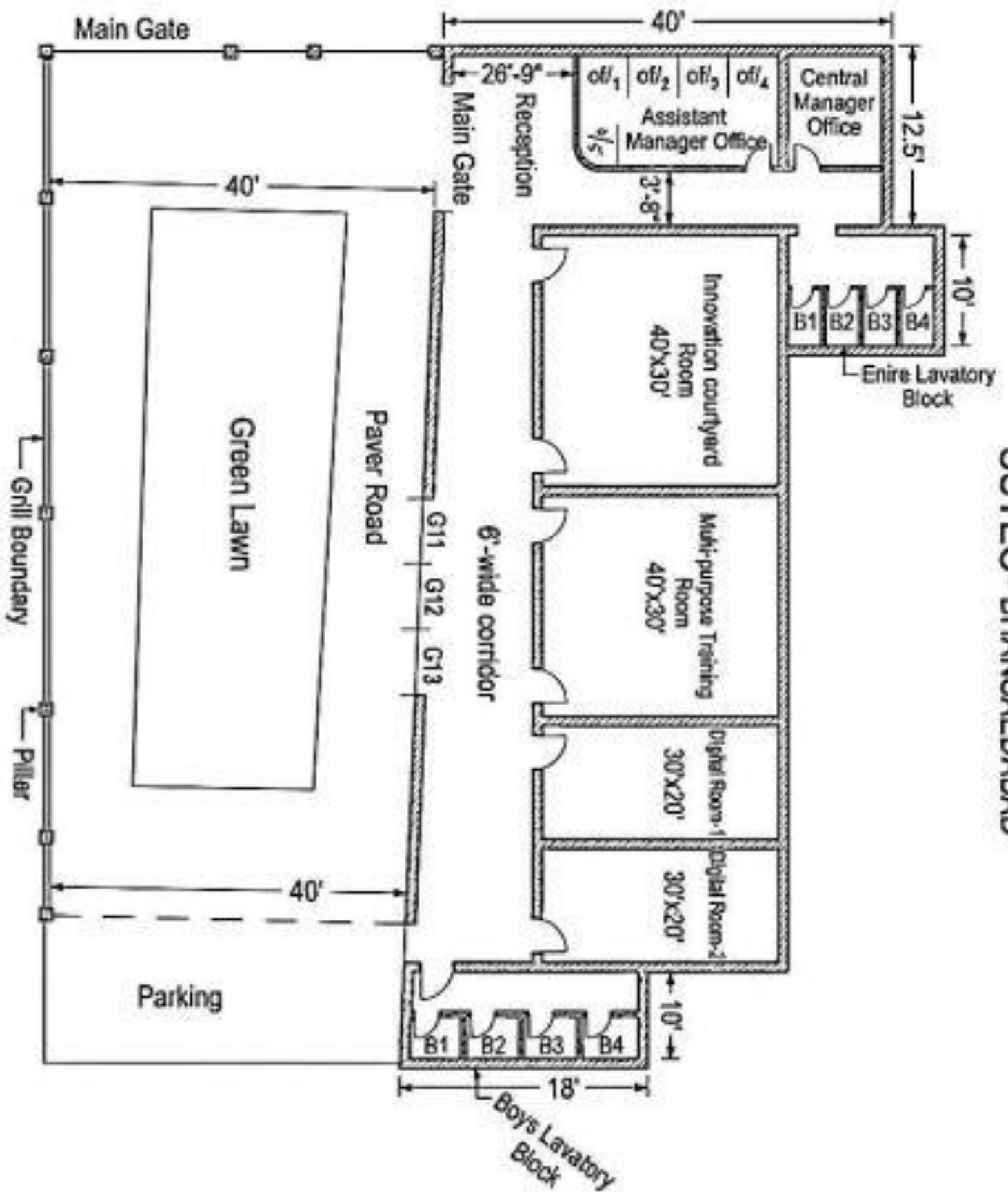
The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the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

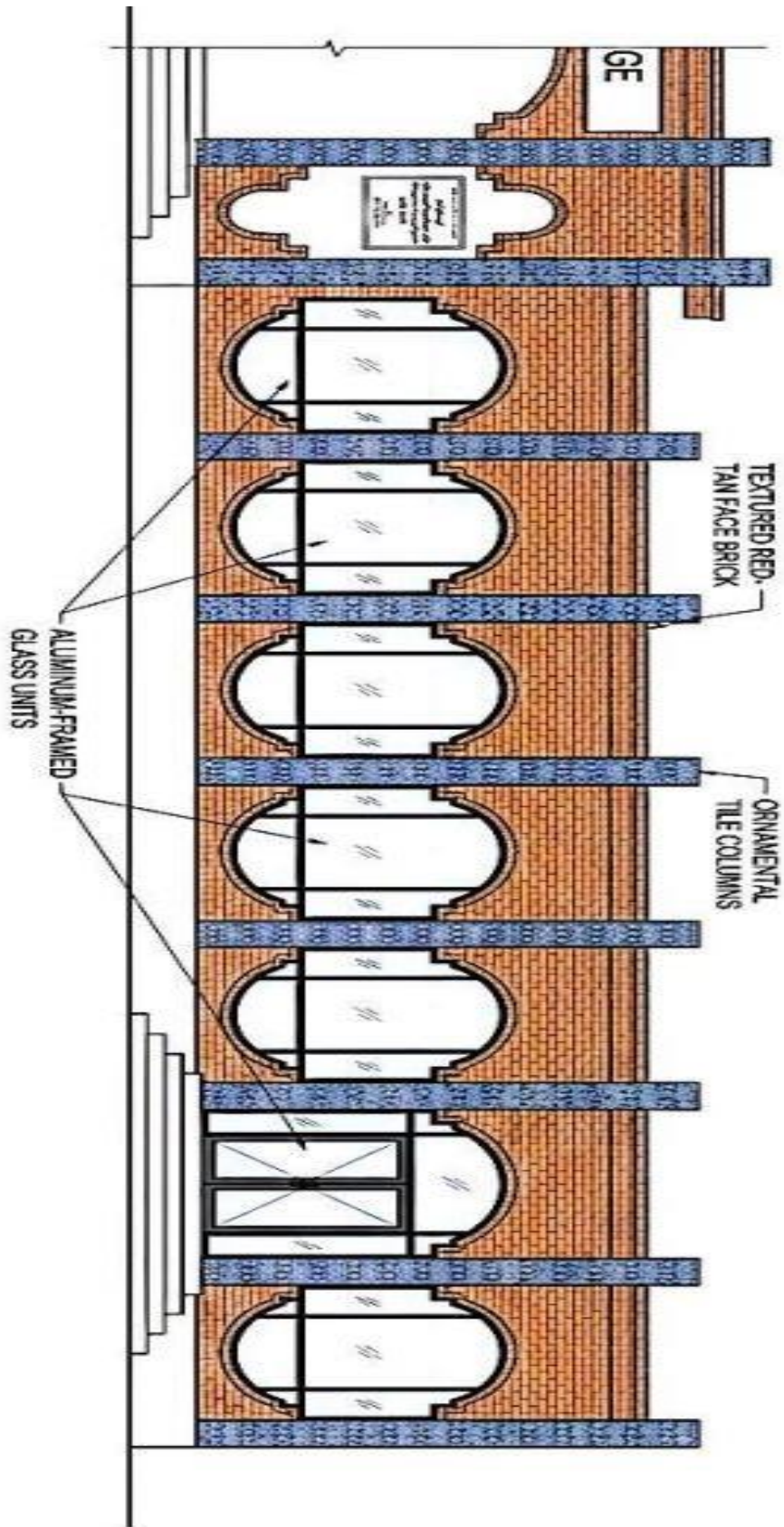
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SSTEC- BHANSAEDABAD







SUKKUR IBA UNIVERSITY

MERIT - QUALITY - EXCELLENCE

No: SUK-IBA/Rgr/MC/1275/25

Date 18-11-2025

NOTIFICATION

Consequent upon the approval of the Vice Chancellor, Sukkur IBA University, the following Procurement Committee for all Development Works of Sukkur IBA University (Main Campus), all sub-Campuses and IBA Community Colleges and Schools has been reconstituted with effect from December 01, 2025.

The procurement Committee will comprise as under:

S. No	Name	Roles on Committee
1	Engr. Ubedullah Soomro Additional Project Director, Sukkur IBA University	Convener
2	Mr. Hari Lal Nathani Additional Director Procurement, Sukkur IBA University	Member
3	Engr. Tahseen Ahmed Memon Executive Engineer, Sukkur IBA University	Member
4	Engr. Mansoor Ahmed Memon Deputy Director (P&D)	Member
5	Mr. Irfan Ullah Director, HEC, Islamabad	Member (External) (for PSDP Projects)
	Engr. Haseeb Ansari Additional Director (P&D) NED University of Engineering and Technology, Karachi	Member (External) (for non PSDP Projects)

Functions and Responsibilities of the Procurement Committee (ToRs):

The procurement committee shall be responsible as per SPP Rule 8:

- Procurement Value Rs 1000000/- and above
- Preparing bidding documents.
- Carrying out a technical and financial evaluation of the bids.
- Preparing evaluation report as provided in Rule 45 of SPP Rules, 2010
- Making recommendations for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

This notification supercedes the previous notification # Suk-IBA/Rgr/MC/1104/25 dated: October 08, 2025.


Registrar (Acting)
Sukkur IBA University

Cc to:

1. IES to Vice Chancellor
2. All Concerned
3. Office File



SUKKUR IBA UNIVERSITY

MERIT - QUALITY - EXCELLENCE

No: SUK-IBA/Rgt/MC/562/25

Date 09-05-2025

NOTIFICATION

Consequent upon the approval of the Vice Chancellor, Sukkur IBA University, the following Grievance Redressal Committee has been reconstituted to streamline the procurement process of Sukkur IBA University, its Sub-Campuses, Community Colleges & Schools with effective from May 08, 2025.

The Grievance Redressal Committee will comprise as under:

S.No.	Name	Role on Committee
1.	Prof. Dr. M. Abdul Rehman Soomrani Pro Vice Chancellor (Sub Campuses) Sukkur IBA University	Convener
2.	Representative of the Accountant General Sindh	External Member
3.	Independent Professional (from relevant field)	External Member

Functions and Responsibilities of Grievance Redressal Committee/ToR:

Complaint Redressal Committee shall be responsible for:

SPPRA Rule 31(4) The Grievance Redressal Committee upon receiving a complaint from an aggrieved bidder may, if satisfied;

(a) prohibit the grievance redressal committee from acting or deciding in a manner, inconsistent with these rules and regulations;

(b) annul in whole or in part, any unauthorized act or decision of the procurement committee; Provided while re-issuing tenders, the procuring agency may change the specifications and other contents of bidding documents, as deemed appropriate.

(bb) recommend to the Head of Department that the case be declared a mis-procurement if material violation of Act, Rules Regulations, Orders, Instructions or any other law relating to public procurement, has been established; and

(c) reverse any decision of the procurement committee or substitute its own decision for such a decision; Provided that the grievance redressal committee shall not make any decision to award the contract.

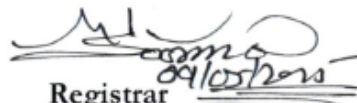
SPPRA rule 31(5) The grievance redressal committee shall announce its decision within seven days and intimate the same to the bidder and the Authority within three working days. If the committee fails to arrive at the decision within seven days, the complaint shall stand transferred to the Review Committee which shall dispose of the complaint in accordance with the procedure laid down in rule 32, if the aggrieved bidder files the review appeal within ten (10) days of such transfer;

1 of 2

SPPRA Rule 31(6) The Procuring Agency shall award the contract after the decision of the grievance redressal committee;

SPPRA Rule 31 (7) Mere fact of lodging of a complaint shall not warrant suspension of the procurement proceedings; Provided that in case of failure of the Grievance Redressal Committee to decide the complaint; the procuring agency shall not award the contract, until the expiry of appeal period or the final adjudication by the Review Committee.

This notification supersedes the previous notification No# SUK-IBA/Rgr/451/23 Dated 17-03-2023


Registrar
Sukkur IBA University

Cc to:

1. ES to Vice Chancellor
2. All Concerned
3. Office file


HARILAL NATHANI
 Add. Director Procurement
 Sukkur IBA University

Sukkur IBA University - Annual Procurement Plan 2026-27										
Procurement at type	Item/Service Title	Procurement Description	Quantity (where applicable)	Estimated Unit Cost (where applicable)	Estimated Total Cost in Million	Approx. Amount in Million	Source of Funds	Proposed Procurement Procedure	Proposed Procurement Method	Timeline/Timing of Procurement
Works	Supply & Installation of Air Conditioning Works at Masjid (Main Campus) SIBAU	Supply & Installation of Air Conditioning Works at Masjid (Main Campus) SIBAU			16.9 M	16.9 M	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Works	Miscellaneous Repair Works at Sukkur IBA University - Ghosli Campus	Construction & Rehabilitation of B Wall and RAM of Washrooms IBA CC			54.396	54.396	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Works	Construction & Rehabilitation of B Wall and RAM of Washrooms IBA CC	Jacobabad			13.05 M	13.05 M	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Goods	Furniture & Fixture	Furniture & Fixture			10.25 M	10.25 M	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Goods	Digital Standees	Digital Standees			1.6 M	1.6 M	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Goods	Digital Board	Digital Board			2 M	2 M	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Goods	Desktop Computers & Laptops	Desktop Computers & Laptops			10.4 M	10.4 M	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter
Works	Rehabilitation Work of SSTEC - Bhan Sheekhbad	Rehabilitation Work of SSTEC - Bhan Sheekhbad			48.79	48.79	Others	Single Stage Two Envelopes	Internal Bidding	First Quarter