

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # 99261261-68, (Ext. 2471 & 2501) Fax # 99261255, e-mail: dp@neduet.edu.pk
"Say No to Corruption"



Director Procurement

No. DP/COS-146204/8009/ November 04, 2021

Notice Inviting Tender

NEDUET invites sealed bids on single stage one envelope procedure from firms having registration with Income Tax, Sales Tax and Sindh Revenue Board and PEC (whichever is applicable) to carry out following:

S#		Tender Schedule - Date and Time				Estimated	Tender	Time of
	Tender / Number	Issue / Sale		Submission	Opening	Cost (Rs. In Million)	Fee Rs.	Completion
		From	То					
1	Renovation of Toilets Blocks at Ground Floor 1 st & 2 nd Floor at MBQ – II Boys Hostel (Phase-01). Tender No.PC/NED/DWS/ Renovation/8009/2021	15.11.2021	30.11.2021	01.12.2021 10:00 A.M	01.12.2021 10:30 A.M	12 million	1000/-	6 months
2.	Renovation of Toilets Blocks at Ground Floor 1 st & 2 nd Floor at MBQ – II Boys Hostel (2 nd Phase). Tender No.PC/NED/DWS/ Renovation/8010/2021	15.11.2021	30.11.2021	01.12.2021 10:30 A.M	01.12.2021 11:00 A.M	12 million	1000/-	6 months

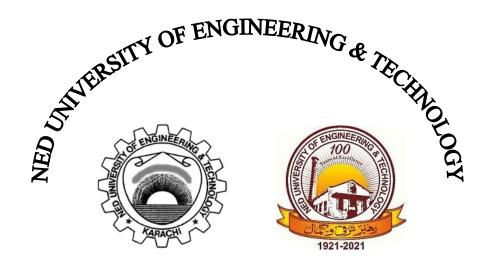
Eligibility

- i. Valid Registration with Pakistan Engineering Council in relevant category <u>C-6</u>.
- ii. Registered with Sindh Revenue Board and FBR. Financial Statement (Summary) and Income Tax Return for the last 3 years.
- iii. Documentary Evidence of similar Works executed and works in progress.
- iv. Affidavit that the firm has never been black listed, not involved in any Litigation with Government, Semi-Government & Autonomous Bodies on non-judicial stamp paper.

Tender Fee and Bid Security @ 2.5% of bid cost in shape of Payorder should be in favor of Director Finance. Bidding documents can be obtained and shall be submitted in the office of ADP – II as per above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions are available at Websites www.neduet.edu.pk and www.ppms.pprasindh.gov.pk.

Director Procurement

ISSUED ON:	
ISSUED TO:	



"Renovation of Toilets Blocks at Ground Floor 1^{st} & 2^{nd} Floor at MBQ – II Boys Hostel (Phase -01)"

TENDER NO. PC/NED/DWS/Renovation/8009/2021

Procurement Cell



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # 99261261– 68, (Ext. 2471 & 2501) Fax # 99261255, e-mail: dp@neduet.edu.pk "Say No to Corruption"

Director Procurement

No. DP/COS-146204/8009/ October 11, 2021

Notice Inviting Tender

NEDUET invites sealed bids on single stage one envelope procedure from firms having registration with Income Tax, Sales Tax and Sindh Revenue Board and PEC (whichever is applicable) to carry out following:

S#	Tender / Number	Tender Schedule – Date and Time				Tender Fee Rs
	Tender / Number	Issue / Sale		Carbanianian	0	
		From	To	Submission	Opening	
1	Renovation of Toilets Blocks at Ground Floor 1 st & 2 nd Floor at MBQ – II Boys Hostel (Phase -01) Tender No.PC/NED/DWS/ Renovation/8009/2021	00.00.2021	00.00.2021	00.00.2021 00:00 A.M	00.00.2021 00:00 A.M	1000/-

Eligibility Criteria

- i. Valid Registration with Pakistan Engineering Council in relevant category C-6.
- ii. Registered with Sindh Revenue Board and FBR. Financial Statement (Summary) and Income Tax Return for the last 3 years.
- iii. Documentary Evidence of similar Works executed and works in progress.
- iv. Affidavit that the firm has never been black listed, not involved in any Litigation with Government, Semi-Government & Autonomous Bodies on non-judicial stamp paper.

Tender Fee and Bid Security @ 2.5% of bid cost in shape of Payorder should be in favor of Director Finance. Bidding documents can be obtained and shall be submitted in the office of ADP – II as per above schedule. Bidders are requested to give their Best and Final Price as "No Negotiations" is permitted. Bidding Documents containing detailed terms and conditions are available at Websites www.neduet.edu.pk and www.ppms.pprasindh.gov.pk.

Director Procurement

SUMMARY OF CONTENTS

	SUBJECT	Page No.
I	INVITATION FOR BIDS	2
II	INSTRUCTIONS TO BIDDERS & BIDDING DATA	4
III	FORM OF BID & SCHEDULES TO BID	19
IV	CONDITIONS OF CONTRACT & CONTRACT DATA	54
V	STANDARD FORMS	59
VI	SPECIFICATIONS	69
VII	DRAWINGS	74
/III	CHECK LIST	82

INVITATION FOR BIDS

INVITATION FOR BIDS

Date:	
Bid Reference No.	

 The NED University of Engineering & Technology invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the Works of Renovation of Toilets Blocks at Ground Floor 1st & 2nd Floor at MBQ – II Boys Hostel (Phase -01)

- 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 1,000/- Bidders may acquire the Bidding Documents from the Office of Assistant Director Procurement II, NEDUET, Karachi.
- 3. All bids must be accompanied by a Bid Security in the amount of 2.5% of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to ADP II Procurement Cell, NEDUET, Karachi. Bids will be opened at 00:00 AM on the same day in the presence of bidders 'representatives who choose to attend, at the Office of ADP II, NEDUET.

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

Clause No.	Description	Page No.
	A. GENERAL	
IB.1	Scope of Bid & Source of Funds	6
IB.2	Eligible Bidders	6
IB.3	Cost of Bidding	7
	B. BIDDING DOCUMENTS	
IB.4	Contents of Bidding Documents	7
IB.5	Clarification of Bidding Documents	7
IB.6	Amendment of Bidding Documents	8
	C- PREPARATION OF BID	
IB.7	Language of Bid	8
IB.8	Documents Comprising the Bid	8
IB.9	Sufficiency of Bid	8
IB.10	Bid Prices, Currency of Bid & Payment	9
IB.11	Documents Establishing Bidder's Eligibility and Qualifications	9
IB.12	Documents Establishing Works Conformity to Bidding Document	9
IB.13	Bidding Security	10
IB.14	Validity of Bids, Format, Signing and Submission of Bid	10
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & Withdrawal of Bids	11
	E. BID OPENING AND EVALUATION	
IB.16	Bid Opening, Clarification and Evaluation	12
IB.17	Process to be Confidential	13
	F. AWARD OF CONTRACT	
IB.18	Qualification	13
IB.19	Award Criteria & Procuring Agency's Right	14
IB.20	Notification of Award & Signing of Contract Agreement	14
IB.20 IB.21		14
	Performance Security	
IB.22	Integrity Pact	15

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data (hereinafter called —the Procuring Agency) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as —the Works).

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

1.2 Source of Funds

Funds would be charged to TIEST Budget.

IB.2 Eligible Bidders

- **2.1** Bidding is open to all firms and persons meeting the following requirements:
 - a. duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.
 - b. the procuring agency may ask information and documents not limited to following:
 - i. company profile;
 - ii. works of similar nature and size for each performed in last 3 years;
 - iii. construction equipments;
 - iv. qualification and experience of technical personnel and key site
 - v. financial statement of last 3 years;
 - vi. information regarding litigations and abandoned works if any

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25).

C. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - i. Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
 - ii. Schedule B: Specific Works Data
 - iii. Schedule C: Works to be Performed by Subcontractors
 - iv. Schedule D: Proposed Programme of Works
 - v. Schedule E: Method of Performing Works
 - vi. Schedule F: Integrity Pact (works costing Rs 10 million and above)
 - 3. Conditions of Contract & Contract Data
 - 4. Standard Forms:
 - i. Form of Bid Security,
 - ii. Form of Performance Security;
 - iii. Form of Contract Agreement;
 - iv Form of Bank Guarantee for Advance Payment
 - 5. Specifications
 - 6. Drawings, if any

IB.5 Clarification of Bidding Documents

- A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/Procuring Agency's address indicated in the Bidding Data.
- An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such Quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

IB.6 Amendment of Bidding Documents (SPP Rules 22(2) & 22).

At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

- Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for submission of Bids.

C. PREPARATION OF BIDS

IB.7 Language of Bid

7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

IB.8 Documents Comprising the Bid

- 8.1 The Bid submitted by the bidder shall comprise the following:
 - a. Offer /Covering Letter
 - b. Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
 - c. Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
 - d. Bid Security furnished in accordance with IB.13.
 - e. Power of Attorney in accordance with IB 14.5.
 - f. Documentary evidence in accordance with IB.2(c) & IB.11
 - g. Documentary evidence in accordance with IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account
- 10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents

IB.12 Documents Establishing Works' Conformity to Bidding Documents

- 12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data
- 12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive

IB.13 Bid Security

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of 2.5% of total bid cost in Pak. Rupees in the form of Deposit at Call/Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Director Finance, NEDUET valid for a period up to twenty eight (28) days beyond the bid validity date

Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive

_

- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.05 The Bid Security may be forfeited:
 - a if a bidder withdraws his bid during the period of bid validity; or
 - b if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - c in the case of a successful bidder, if he fails within the specified time limit to:
 - i furnish the required Performance Security or
 - ii sign the Contract Agreement

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidder's responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. f any alteration be made or if these instructions be not fully complied with, the bid may e rejected.
- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL as appropriate. In the event of discrepancy between them, the original shall prevail.

14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

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

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - (d) in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

- 16.1 The Procuring Agency will open the bids, in the presence of bidder's representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet
 - Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer / Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- A Bid determined as substantially non-responsive will be rejected and will not Subsequently be made responsive by the bidder by correction of the non-conformity.
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A) Major (material) Deviations include:-

- (i) has been not properly signed;
- (ii) is not accompanied by the bid security of required amount and manner;
- (iii) stipulating price adjustment when fixed price bids were called for;
- (iv) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- (vi) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- (vii) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- (viii) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- (ix) a material deviation or reservation is one:
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) Adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

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

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

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding **provisional sums** and the provisions for **contingencies** in the Bill of Quantities **if any**, but including **Day work**, where priced competitively

IB.17 Process to be Confidential

Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

- 17.1 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.2 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
 - (i) —Coercive Practice means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) —Collusive Practice means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) **Fraudulent Practice"** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18 Post Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

IB.19 Award Criteria & Procuring Agency's Right

- Subject to IB.19.2, the Procuring Agency 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 Most Advantageous Bid, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the party.
- The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.35% of contract value (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

- Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
 - 1 Evaluation Report;
 - 2 Form of Contract and letter of Award;
 - 3 Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement ontracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

BIDDING DATA

		T
(a)	Name of Procuring Agency:	NED University of Engineering & Technology, University Road, Karachi. Phone: (9221) 9926-1261-8 Ext: 2259
		Fax: (9221) 9926-1255
(b)	Name of the Project & Summary of the Works:	The works involves "Renovation of Toilets Blocks at Ground Floor 1st & 2nd Floor at MBQ – II Boys Hostel (Phase-01)" in accordance with Design, Drawings, Technical Specifications with special emphasis on Quantity and Quality control ethics.
(c)	Source of Funds:	Funds would be charged UDWP budget.
(d)	Eligible Bidders	As notified in NIT
(e)	Time Limits for clarification:	The PA will respond to any request for clarification which he receives earlier than 07 (seven) Days prior to the deadline for submission of bids.
(f)	Language of Bid	The bid and all correspondence and documents related to the bid exchanged by a bidder and the PA shall be in the English language.
(g)	Furnish Technical Proposal:	The bidder to submit technical proposal in sufficient detail to demonstrate the adequacy of Bid in meeting requirements for timely Completion of Works and taking into account the various appendices to Bid specified into instructions to bidder.
(h)	Currencies of Bid and Payment	The unit rates and the prices shall be quoted by Bidder entirely in Pak. Rupees. The PA shall make payment only in Pak Rupees and no foreign currency payments are admissible. A Bidder expecting to incur expenditure in other currencies for inputs to the works supplied from outside the PA's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.
(i)	Bid Validity	Bids shall remain valid for the 90 Days after the Date of Bid Opening.
(j)	Bid Security	2.5% of Bid Price in the form of Pay order / Bank Draft as per Ib.13.
(k)	Time of for Completion from written order of commence.	06 Months
(1)	Time / Period of Maintenance	06 Months
	•	

(k)	Number of copies of Bid Documents to submitted.	One Original
(1)	Deadline for submission of Bids:	As notified in "Invitation to Bids"
(m)	Venue, Time and Date of Bid opening:	As notified in "Invitation to Bids"
(n)	Standard from and amount of Performance Security acceptable to the Procuring Agency.	The Performance Security shall be equal to an amount of 5% of the Contract price stated in the Letter of Acceptance. Such Security shall be in the form of unconditional, irrevocable Bank Guarantee from any Scheduled Bank of Pakistan acceptable to the PA in favour of Director Finance, NEDUET, Karachi. The Performance Security will be valid for a period (upto the completion of the project) after the date of issue of Defect Liability Certificate.
(0)	Eligibility	 Valid Registration with Pakistan Engineering Council in relevant category <u>C-6</u>. Registered with Sindh Revenue Board and FBR. Financial Statement (Summary) and Income Tax Return for the last 3 years. Documentary Evidence of similar Works executed and works in progress. Affidavit that the firm has never been black listed, not involved in any Litigation with Government, Semi-Government & Autonomous Bodies on non-judicial stamp paper. At least three years turnover details that average turnover of last three years should not be less than Rs. 3 Million
(p)	Contract time & Cost.	Fixed Price contract: In the contracts no escalation will be provided during currency of the contract and normally period of completion of assigned works is upto 4 months.
(q)	To Force Majeure, the next official	is declared as public holiday or non-working day due working day shall be deemed to be date for issuance, . The time and venue shall remain unchanged. NEDUET at or expenses incurred by bidders.

Bidde	r	

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)

Bid Referen	ce No
То	
Gentlemen,	
1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address
	and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs
2.	We understand that all the Schedules attached hereto form part of this Bid.
3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour of Director Finance, NEDUET valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5.	We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6.	Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7.	We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract

•	We understand that you are not bound to accept the Most Advantageous Bid or any bid you may receive.	
	We do hereby declare that the Bid is made without any collusion, comparison figures or arrangement with any other person or persons making a bid for the Works	
	Dated thisday of, 2021	
	Signature	
	in the capacity ofduly authorized to sign bid for and on behalf of	
	(Name of Bidder in Block Capitals) (Seal)	
	Address:	
	Witness:	
	(Signature)	
	Name:	_
	Address:	

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE – A TO BID

SCHEDULE OF PRICES

S#			Page No.
1	Prea	mble to Schedule of Prices	24
	Sche	edule of Prices	26
	(a)	Summary of Bid Prices	
	(b)	Detailed Schedule of Prices /Bill of Quantities (BOQ)	

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1 General

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

2. **Description**

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

3 Units & Abbreviations

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

4. Rates and Prices

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

SCHEDULE - A TO BID

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

- 4.5 a. The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - b. The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. **Bid Prices**

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. **Provisional Sums and Day work**

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer /Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

(Directorate of Works & Services)

Subject: RENOVATION OF TOILETS BLOCKS AT GROUND FLOOR, 1ST & 2ND FLOOR AT MBQ -II BOYS HOSTEL (PHASE-01)

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
Α-		(S (Schedule Items)			
01	Code-110 Item # 12	Providing and laying 1:3:6 cement concrete solid block masonry 4 inch to 6 inch (102 mm to 152) thick using screened graded bajri ¾ inch (19 mm) and down gauge set in time cement mortar 1:1:6 in foundation, basement and plinth including scaffolding, raking out joints and curing etc. complete, foundation and basement masonry up to 5 feet (1.52 Ru.m.) depth and plinth up to 4 feet (1.2 Ru.m.) height from ground level.	2100 Cft	141.31	296,751.00
02	Code-122 Item # 07	3/4" (19 mm) thick cement plaster 1:3 on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners and curing etc. complete.	15000 Sft	26.21	202.450.00
03	Code-122 ItemNo.151	Distempering with vinyl distemper (ICI) Dulux Paintex of approved make and shade in two coats over and including the cost of one priming coat of lime wash including sand papering, dusting, and filling the holes, cracks and inequalities, if any, at any height in any floor.	9000 Sft	10.54	393,150.00 94,860.00
				Total	784,761.00
		Add: Pro	emium %	(+/-)	
			Total Amo	ount of "A"	
B-	CIVIL WORK	(S (Non-Schedule Items) Providing, Fabrication and Applying at any height			
01	-	except where otherwise stated in specific item of the bill of quantities including all material, labor and plant for the following items complete in all respects as per drawings, approved drawings, technical specifications, miscellaneous details and instructions of the Engineer. RENOVATION OF TOILET BLOCK DISMANTLING WORK Dismantling of block masonry wall carefully of any			
	1	thickness to required length, height including removal of dismantled materials from site and out of university limit ground, 1 st & 2 nd floors.	2848 Sft		
02	7 7	Dismantling & Removal of existing sunk slab floor very carefully and required depth and thickness dismantling material outside the university limited depth 2-0"	3031 Sft		
03		Removal of existing tile from floor including cutting of C.C plaster floor and walls up to required thickness and removal of dismantled stuff as directed by the Engineer.	4700 Sft		
04	1	Removal of existing sunk plaster and ceiling plaster very carefully at any height and floors any thickness without damaging roof surface and removal of dismantled stuff out side university limit as directed by engineer.	6000 Sft		
05	-	Removal of existing vanity top with basin, block masonry very carefully at any height and floor removal of existing material handover by the department and as directed by engineer.	15 Nos		
06	-	Removal of Indian W.C and flash tanks with all fixtures and fittings with traps, floor traps, connecting pipe to the main holes complete removal and stacking all released material as directed and removal of debris unserviceable materials form site and outside University limits from ground 1st & 2nd floors.	40 Nos.		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
07	-	Removal of under floor sewerage C.I/A.C.C pipes of any size and fittings from the large size toilet blocks including stacking serviceable material at site and removal of unserviceable from site as directed for ground, 1st & 2nd floors.	15Nos.		
08	_	Removal of all external vertical open pipe C.I/A.C.C sewerage pipe of any size and height with fittings and stacking the useful material as directed and removal unserviceable from site as directed for ground, 1 st & 2 nd floors.	500 Rft		
09	_	Removal of complete existing concealed and open water supply line and all fixtures and fittings form 12 nos. toilet blocks and stacking all useful materials at site as directed for ground, 1st & 2nd floors.	15 Nos.		6.0
10	-	Removal of wooden doors shutters carefully with frame of toilets and stacking at site as directed	84 Nos.		
11	-	Removal of existing ventilators very carefully with frame of toilets and stacking at site as directed. 2ft long	95 Nos.		
		<u>Treatment for sunk slab</u> Provide and construct of following items (for payment sub floor area will be measured).			
12 a) b)	-	1"th average 1:4 floor and bitumen at 27 Lbs/10m² in required number of cost (as per manufacturer instruction) over a cost of primer. ½ the average 1:4 floor and bitumen at 27 lbs /10m² in required number of cost (as per manufacturer	3031 Sft		
c) d)		instruction) over a coat of primer. Empty clay pots of approved size and shape in sunk portion with back filling of remaining area with sand and coal. Min 2 ^{1/2} in 1:3:6 sub floor	3031 Sft 6062 Cft 3031 Sft		
13	-	Fabrication description 30mm thick factory made molded PVC door (wood free) consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 20mm x 40mm for stiles as well as top, bottom & lock rail. M.S frame shall have a coat of metal primer of approved make & manufacturer. The inside panel shall consist of 20mm thick multichamber hollow PVC section of 1mm wall thickness, bonded using solvent cement / cyanoacrylate adhesive with 5mm (+0.25) thick molded PVC sheet of density 600kg/cbm with 2,4,6 raised panel deign in plain / prelam colours after outing the molded design on one side of the inside panel. 5mm (+0.25) plain / prelam PVC sheet to be pasted using solvent cement / cyanoacrylate adhesive on other side of the hollow PVC section. All the four edge of the panel to be sealed with lipping of 10 mm thick & 20 mm wide PVC sheet baton made by sticking 02 Nos. foam PVC sheet of 5mm (+0.25) thickness using PVC solvent cement i. section size 5" x 2" ii. section size 5" x 2"	1213 Sft 385 Sft		
14	-	Provide and install champagne anodized aluminum ventilators with minimum 4" wide and 2.0mm thick sections of approved samples Krudson/Lucky or equivalent imported 5mm thick glass clear / tinted, necessary hardware ,fly proof netting, PVC gasket seal weather proof, sealant complete in all respect and as directed by the engineer.	288 Sft		
15	-	Providing & fixing UPVC floor traps standard size of AGM, Dadex or equivalent brand etc. complete with laid and cover including requisite no. of holes in walls plinth or floor for pipe connecting and making good the same etc. including gasket & clamps etc.			
		complete.	63 Nos		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
16	_	Providing & fixing UPVC cawel for vent pipes of AGM, Dadex or equivalent as per approved sample including all accessories complete in all respect.	47.11		
		i. 3" dia ii. 4" dia	17 Nos. 17 Nos.		
17	-	Providing and fixing R.C.C 1:2:4 lintel for door with suitable 4 nos1/2" dia bars and 3/8"0ring at 6" c/c including form work.	230 Rft		
18	-	Provide & fix install ¼" thick Belgium make mirror 2' x 5' Size with ¼" commercial ply backing 1-1/2" x 1"m deodar wood lipping include polish finish outlined by border tiles of 2" x 12" size etc complete in all respect.	255 Sft.		
		Provide and lay 12"12"/B"x12 ceramic tile matt finished of approved sample and color for flooring in slope with 1:4 cement sand mortar base of required thickness so as to achieve a minimum overall finished floor thickness in 2" setting the tiles with neat cement mortar, grouting the joints with white cement mixed with approved pigment of matching color including curing, cleaning etc. complete in all respect.			
19	-	Providing & fixing tile of approved quality & approved colors by Engineer of master, Sonex, Shabbir, EMCO or equivalent 12"x12"/8"x12" in flooring with white cement using matching pigment including C.C. bed of required thickness in proper slopes using 1:6cm and niru etc. complete in all respects. Provide and lay 12"x12"/8"x12 glazed ceramic tiles of same as item above but glossy finish glazed tiles	3032 Sft		
		in dado till 5' including cost of border of 2"x12"/2"x8". SANITARY WORKS Providing & fixing Asian W.C Orissa type in approved color with low level flushing cistern of ICL, Master or equivalent brand as per approved sample including all approved accessories, like trap full size, CP	8972 Sft		
20	-	flexible pipe Master/Sonex brand, "T" stopcock C.P fancy, H.D with check nuts, all joints plugging etc. complete in all respects. Providing & fixing washbasin vanitry type ICL, Master or equivalent brand in approved color 22x16 with all approved master brand accessories like master / Sonex brand mixture C.P heavy duty (02 no.) T	33 Nos.		
		stopcock C.P flexible pipe, waste pipe, couples brackets set, and silicon sealant, all joints to services and drains, plugging etc. complete in all respect.	30 Nos.		
		Providing & fixing bathroom/toilet accessories as per approved samples including fixing with rowel plug & screws complete in all respects.			
21	_	Towel rail ¼" C.P/Plastic coated 24" long as approved by Engineer. Hooks/towel rail metal hooks as approved by Engineer. Soap dish as approved by the Engineer.	30 Nos. 30 Nos. 30 Nos.		
		Shower head with mixture including rod approved by the Engineer. (can be seen already fixed in MBQ-I Hostel) Bibcock (C.P) heavy duty Master / Sonex or	33 Nos.		
		equivalent brand. Double bibcock H.D with Muslim Shower approved	66 Nos.		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
22	-	Construction of chamber inside dia meter 18"x18" after finishing and depth as per site including excavation disposal of surplus material, C.C 1:4:8 6" thick in bed 8" thick machine made blocks in masonry C.C 1:2:4 in benching, cement plaster including fixing C.I manhole cover with frame 12"x12" 9cover size) weighting not less than 20 kg including painting complete in all respects including R.C.C top slab 5" thick well finished with cost of external plaster of chamber etc complete	10 Nos.		
23	-	Provide & fix install marble slab ¾" thick of china Verona approved quality and shade including marble putty cutting of hole in marble of fixing of basin and Gola, pointing in same shade with white cement and sealant CC 1:2:4 bed niru to required thickness and polishing include 2" thick R.C.C 1:2:4 slab and 1:3:6 4" thick solid block masonry pedestal in 1:4 cm with complete curing etc complete.	255 Sft		
24	-	WATER SUPPLY WORKS (INTERNAL) Providing & fixing jointing testing & commissioning of CPVC water pipe as per manufactured PAK ARAB Euro Gulf or Equivalent make including fitting, like elbow, tee, bent socket, union, nipples & reduce etc. hanging system plug, cutting making good the chase and holes complete in all respect as directed by the engineer. i. %" dia	600 Rft		
		ii. ¾" dia iii. 1" dia.	600 Rft 400 Rft		
25 a)	_	SEWERAGE WORKS Providing & fixing UPVC pipe as manufactured by AGM/Dadex or equivalent class "D" for drain including mould fittings such as tee, bend, etc. cutting, chiseling, holes etc. in masonry or concrete complete in all respect as directed by Engineer. i. 4" dia SDR 40 ii. 3" dia SDR 40	500 Rft 500 Rft		
b)	_	Providing and fixing of metal full way gate valves of Naveed / Al-Mughal or equivalent brand as approved with threaded ends with all additional / fitting and material required for complete installation as described in the specification. i. 1" dia ii. 3/4" dia	06 Nos. 06 Nos.		
			Total Amo	unt of "B"	
C-	ELECTRICA	L WORKS (Non-Schedule Items) Providing, Wiring& Connecting of light, and Exhaust			
01	-	fan point, controlled by one single pole switch of Clipsal Australia / MK England/ Bosch Germany or equivalent make, with 3 x 1.5mm2 single core Cu PVC insulated wire of Pakistan cable/ AGE/ Pioneer or equivalent make, recessed in walls, slabs & columns canceled in ¾" PVC conduit of Galco/Jeddah/ Nawab/or equivalent make, open in 25 x 25mm casing of Adamjee / Hitachi/ KSS Taiwan or equivalent make, complete with all respect such as MS back box etc., as per drawing, as required and approved by the Engineer / Directorate of Works & Services.	141 Nos.		
02	-	Providing, fixing & connecting of 18.5 watt LED PC- Tube rod TB with batten of Philips/ Osaka/ Sogo or equivalent make. Complete in all respect such as round cover & ceiling rose etc., as per drawing as required and as approved by the Engineer/ Directorate of Works & Services	93Nos.		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
03	_	Providing fixing & connecting of 12" sweep exhaust fan with Louver metallic body Millat / Younus / Pak Fan or equivalent make, complete with all respect such as making cuts in wall 12" dia. and provide 18"x18" x ½" in wooden ply for fixing fan, round cover & ceiling rose etc., as per drawing, as required and approved by the Engineer / Directorate of Works & Services.	30Nos.		
04	-	Providing, Wiring& Connecting of Circuit wiring from existing DB to switch board with 2x2.5mm2 + 1x1.5mm2 single core Cu PVC insulated wire of Pakistan Cable/ AGE/ Pioneer or equivalent make, recessed concealed in walls and open on slabs & columns in ¾" PVC conduit of Galco Jeddah/ Nawabor equivalent make, complete with all respect as per drawing and as required and approved by Directorate of Works &Services.	15 Nos.		
05	_	Providing / fixing and wiring of multipin 13 Amp power Outlet (international) of Clipsal Australia / MK England/ Bosch Germany or equivalent make, with 2x2.5mm²+1x1.5mm² Single core PCV insulated wire of Pakistan cable/ AGE/ Pioneer or equivalent make, drawn in ¾" PVC conduit of Galco Jeddah/ Nawab /make recessed in wall concealed. complete with all respect such as MS back box PVC band & socket etc., as per drawing, as required and approved by the Engineer / Directorate of Works & Services.	15 Nos.		

SUMMARY OF COST

	GROSS AMOUNT OF A + B + C	Rs:
"C"	Total Amount against Electrical Works (Non-Schedule items)	Rs:
"B"	Total Amount against Civil Works (Non-Schedule items)	Rs:
"A"	Total Amount against Civil Works (Schedule items)	Rs:

Note:

Rates quoted in the bids must include of all taxes (Income Tax and SRB).

Signature of Contractor with Seal

SCHEDULE A TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)

SCHEDULE - A TO E

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programmed in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programmed should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

SCHEDULE - E TO BID

METHOD OF PERFORMING WORKS

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

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

SCHEDULE - F TO BID

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS

(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No Dated Contract Value: Contract Title:
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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.
Without limiting the generality of the foregoing, [name of Contractor] 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.
accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty
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 PA under any law, contract or other instrument, be voidable at the option of PA.
Notwithstanding any rights and remedies exercised by PA in this regard, agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] 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 PA.
NED University of Engineering & Technology

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

Clause	No Description	Page No
		2.5
1.	General Provisions.	35
2.	The Procuring Agency	37
3.	Engineer's/Procuring Agency's Representatives	37
4.	The Contractor	38
5.	Design by Contractor	38
6.	Procuring Agency's Risks	39
7.	Time for Completion	40
8.	Taking Over	41
9.	Remedying Defects	41
10.	Variations and Claims	41
11.	Contract Price And Payment	43
12.	Default	44
13.	Risks and Responsibilities	46
14.	Insurance	46
15.	Resolution of Disputes	47
16.	Integrity Pact	48

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 **Definitions**

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1.1.7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

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

does not include any allowance for profit.

Other Definitions

1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.

- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 Law

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

1.5 Communications

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

1.6 **Statutory Obligations**

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

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

Site Investigation Reports are those that were included in the bidding documents and factual and interpretative reports about the surface and subsurface conditions at the Site.

2.2 **Permits etc.**

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 **Authorised Person**

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

3.2 Engineer's/Procuring Agency's Representative

The name and address of Engineer's/Procuring Agency's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 **General Obligations**

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

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

4.4 **Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order /Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer / Procuring Agency all designs prepared by him, within fourteen (14) days of receipt the Engineer/Procuring Agency shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons.

The Contractor shall not construct any element of the works designed by him within fourteen (14) days after the design has been submitted to the Engineer / Procuring Agency or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

5.2 **Responsibility for Design**

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

 physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 **Programme**

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

7.3 **Extension of Time**

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 **Completion**

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Procuring Agency, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Procuring Agency/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Procuring Agency/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Procuring Agency to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 **Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Procuring Agency considers appropriate, or
- e) if the Engineer/Procuring Agency so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

The Contractor shall submit to the Engineer/Procuring Agency an itemized detailed breakdown of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Procuring Agency shall check and if possible agree the value. In the absence of agreement, the Procuring Agency shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

(b) Valuation of the Works

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

11.2 **Monthly Statements**

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

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

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

11.3 Interim Payments

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

11.4 **Retention**

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 **Defaults by Contractor**

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

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

12.2 Defaults by Procuring Agency

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 **Arrangements**

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

14.2 **Default**

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer of consultant or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

If a contractor is dissatisfied with the decision of the Engineer of the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

15.3 Arbitration

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

16. INTEGRITY PACT

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

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

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

CONTRACT DATA

	tions of Contract
	Procuring Agency's Drawings, if any
1.1.3	(To be listed by the Procuring Agency)
	(10 be usied by the 1 rocuring Agency)
1.1.4	The Procuring Agency means
1.1.5	The Contractor means
1.1.7	Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
1.1.9	Time for Completion days
	(The time for completion of the whole of the Works should be assessed by the Procuring
Agency	
1.1.20	Engineer (mention the name along with the designation including whether he
	belongs to department or consultant) and other details
1.3	Documents forming the Contract listed in the order of priority:
(a)	The Contract Agreement
(b)	Letter of Acceptance
(c)	The completed Form of Bid
(d)	Contract Data
(e)	Conditions of Contract
(f)	The completed Schedules to Bid including Schedule of Prices
(g)	The Drawings, if any
(h)	The Specifications
(i)	
(j)	

2.	Prov	Provision of Site: On the Commencement Date		
3.1	Auth	orized person:		
3.2	Nam	Name and address of Engineer's/Procuring Agency's representative		
4.4	Perfo	ormance Security:		
	Amo	unt		
	Valid	lity		
	(Forn	n: As provided under Standard Forms of these Documents)		
5.1	Requ	Requirements for Contractor's design (if any):		
	Spec	ification Clause No's		
7.2	Prog	ramme:		
	Time	Time for submission: Within fourteen (14) days* of the Commencement Date.		
	Forn	n of programme:(Bar Chart/CPM/PERT or other)		
7.4	Amount payable due to failure to complete shall be% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance (Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)			
7.5	Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.			
9.1	Perio	Period for remedying defects		
10.2	(e)	Variation procedures: Day work rates(details)		
11.1		Terms of Payments		
a)	Mob	ilization Advance		
	(1)	Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:		

(i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;

- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance **inclusive of the interest** thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

(vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;

- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, || equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (iv) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

1)	Lump sum price	(details), or	
ii)	Lump sum price with sch	edules of rates	(details), or
iii)	Lump sum price with bill	of quantities	(details), or
iv)	Re-measurement with est	imated/bid quantities i	n the Schedule of
	Prices or on premium abo	ve or below quoted or	the rates
	mentioned in CSR	(details), or	r/and
v)	Cost reimbursable	(details)	

11.3	Percentage of retention*: Ten (10%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
Type	of cover
The V	Vorks
Amou	unt of cover
The si	um stated in the Letter of Acceptance plus fifteen percent (15%)
Type	of cover
Contr	ractor's Equipment:
Amou	unt of cover
Full re	eplacement cost
Type	of cover
Third	Party-injury to persons and damage to property
	minimum amount of third party insurance should be assessed by the uring Agency and entered). ers:
Other	r cover*:
(In ea	ach case name of insured is Contractor and Procuring Agency)
14.2	Amount to be recovered
Premi	ium plus percent (%).
15.3	Arbitration**
	Place of Arbitration:

STANDARD FORMS

FORM OF BID SECURITY

(Bank Guarantee)

		Guarantee No Executed on	
	arantor (Scheduled Bank in Pakist	an) with	
Name of Pri	ncipal (Bidder) with		
Bid Referen	ce No		
the request of unto the Agency) in we bind ours	the sum stated above, for the pay	that in pursuance of the terms of the B ntor above-named are held and firmly , (hereinafter called The —Procu ment of which sum well and truly to b istrators and successors, jointly and so	bound uring be made,
submitted th	e accompanying Bid numbered an	IS SUCH, that whereas the Principal lad dated as above for (Particulars of Bid) to the said Property.	
WHEREAS	, the Procuring Agency has require cipal furnishes a Bid Security in the	ed as a condition for considering the s ne above said sum to the Procuring Ag	
(1)	that the Bid Security shall rema the period of validity of the bid	in valid for a period of twenty eight (2;	28) days beyond
(2)	that in the event of;		
(a) (b)	*	during the period of validity of Bid, of e correction of his Bid Price, pursuant to Bidders, or	
(c) (i)	failure of the successful bidder	to ce Security, in accordance with Sub-	
(ii)		eement, in accordance with Sub- ructions to Bidders,	

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

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

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

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

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

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

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

name of Guarantor (Scheduled Bank in Pakistan) with address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and figures)	
Letter of Acceptance No	Dated
KNOW ALL MEN BY THESE PRESENTS, that in procuments and above said Letter of Acceptance (request of the said Principal we, the Guarantor above)	hereinafter called the Documents) and at the we named, are held and firmly bound unto the
Agency) in the penal sum of the amount stated above,	for the payment of which
sum well and truly to be made to the said Procuring A executors, administrators and successors, jointly and s	
THE CONDITION OF THIS OBLIGATION IS SUC	
accepted the Procuring Agency's above said Letter of (Name of Company)	Acceptance for Contract) for the
(Name of Proj	

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 Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We,	(the Guarantor), waiving all objections and	
defenses under the Contract, d	hereby irrevocably and independently guarantee to pay to the	
Procuring Agency without del	upon the Procuring Agency's first written demand without	
cavil or arguments and withou	requiring the Procuring Agency to prove or to show grounds	
or reasons for such demand ar	sum or sums up to the amount stated above, against the	
Procuring Agency's written de	aration that the Principal has refused or failed to perform the	
obligations under the Contrac	for which payment will be effected by the Guarantor to	
Procuring Agency's designate	Bank & Account Number.	
PROVIDED ALSO THAT t	Procuring Agency shall be the sole and final judge for decidin	g
whether the Principal (Contra-	or) has duly performed his obligations under the	
Contract or has defaulted in fu	illing said obligations and the Guarantor shall pay without	
objection any sum or sums up	the amount stated above upon first written demand from the	
Procuring Agency forthwith a	without any reference to the Principal or any other person.	
IN WITNESS WHEREOF, th	above bounded Guarantor has executed this Instrument under	
its seal on the date indicated	above, the name and corporate seal of the Guarantor being heret	o
affixed and these presents du	signed by its undersigned representative, pursuant to authority of it	S
governing body.		
	Guarantor (Bank)	
Witness:	1. Signature	
1	2. Name	
Corporate Secretary (Seal)	3. Title:	
2		
(Name, Title & Address)	Corporate Guarantor (Seal)	

FORM OF CONTRACT AGREEMENT

	S CONTRACT AGREEMENT (hereinafter called the	
	ncy) of the one part and (hereinafter	called the
Contr	tractor) of the other part.	
	EREAS the Procuring Agency is desirous that certain	
	ald be executed by the Contractor and has accepted a Ecution and completion of such Works and the remedying	
	•	is or any derects therein.
NOW	W this Agreement witnesseth as follows:	
1.	In this Agreement words and expressions shall hav respectively assigned to them in the Conditions of	<u>e</u>
2.	The following documents after incorporating adder Instructions to Bidders, shall be deemed to form an as part of this Agreement, viz:	
	 (a) The Letter of Acceptance; (b) The completed Form of Bid along with Sch (c) Conditions of Contract & Contract Data; (d) The priced Schedule of Prices/Bill of quan (e) The Specifications; and (f) The Drawings 	
3.	In consideration of the payments to be made by hereinafter mentioned, the Contractor hereby cover Procuring Agency to execute and complete the Wo conformity and in all respects within the provisions	nants with the orks and remedy defects therein in
4.	The Procuring Agency hereby covenants to pay the execution and completion of the Works as per provenice or such other sum as may become payable unat the times and in the manner prescribed by the Co	visions of the Contract, the Contract ader the provisions of the Contract

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

laws.	
Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)
Signed, Sealed and Delivered in the pro-	resence of:
Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

	Guarantee No
	Executed on
(Letter by the Guarantor to the Procuring Age	ency)
WHEREAS the	(hereinafter
called the Procuring Agency) has entered into	a Contract for
	(Particulars of Contract), with
(here	
AND WHEREAS the Procuring Agency has	agreed to advance to the Contractor, at the
Contractor's request, an amount of Rs	Rupees
) which amount	shall be advanced to the Contractor as per
provisions of the Contract.	
AND WHEREAS the Procuring Agency has secure the advance payment for the performance	asked the Contractor to furnish Guarantee to nce of his obligations under the said Contract.
	est of the Contractor and in consideration of the e advance to the Contractor, has agreed to
	Contract and if he fails, and commits default in the advance payment is made, the Guarantor
	Procuring Agency shall be the sole and final stor, shall be given by the Procuring Agency to nd payment shall be made by the Guarantor of

all sums then due under this Guarantee without any reference to the Contractor and without

any objection.

This Guarantee shall come into account of the Contractor	force as soon as the advance payment has been credited to the
	later thaneived any claims by registered letter, telegram, telex or
It is understood that you will ret total amount to be claimed herei	urn this Guarantee to us on expiry or after settlement of the under.
	Guarantor (Scheduled Bank)
Witness:	
1	1. Signature;
Corporate Secretary (Seal)	2. Name:
2	3.Tital:
(Name, Title & Address)	Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the day of
WHEREAS by an agreement, dated (hereinafter called the saidagreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works)
AND WHEREAS the contractor has applied to the
onand on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees (Rs) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount
And doth hereby covenant and agree with the Government and declare ay follow:-
1. That the said sum of Rupees (RF) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose
2. That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

3. That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer ________(hereinafter called the Divisional Officer) and in the terms of the said agreement.

- 4. That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- 5. 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- 6. That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated
- 7. That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to

the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

8.	That the Contractor hereby charges all the said materials with the repayment to the
	Government of the said sum of Rupees
	(Rs) and any further sum or sums which may be advanced as aforesaid and all
	costs charges damages and expenses payable under these present PROVIDED
	ALWAYS and it is hereby agreed and declared that not withstanding anything in the said
	agreement and without prejudice to the powers contained therein if and whether the covenant
	for payment and repayment hereinbefore contained shall become enforceable and the money
	owing shall not be paid to accordingly.

Once therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best;-

- a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand
- b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- 9. That except as is expressly provided by the presents interest on the aid advance shall not be payable.

in orce so far as they are applicable sha	all apply to any such reference.
In witnesses whereof the*	on behalf of the Governor
of Sindh and the said	have hereunto set their respective
hands and seals the day and first above written	
Signed, sealed and delivered by*	Signed, sealed and delivered by
In the presence of	In the presence of

(Seal)
1st witness
2 nd Witness

SPECIFICATIONS

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

(Directorate of Works & Services)

Subject: RENOVATION OF TOILETS BLOCKS AT GROUND FLOOR, 1ST & 2ND FLOOR AT MBQ -II BOYS HOSTEL (PHASE-01)

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
Α-		(S (Schedule Items)			
01	Code-110 Item # 12	Providing and laying 1:3:6 cement concrete solid block masonry 4 inch to 6 inch (102 mm to 152) thick using screened graded bajri ¾ inch (19 mm) and down gauge set in time cement mortar 1:1:6 in foundation, basement and plinth including scaffolding, raking out joints and curing etc. complete, foundation and basement masonry up to 5 feet (1.52 Ru.m.) depth and plinth up to 4 feet (1.2 Ru.m.) height from ground level.	2100 Cft	141.31	296,751.00
02	Code-122 Item # 07	3/4" (19 mm) thick cement plaster 1:3 on walls and columns etc. in basement, plinth, mezzanine and ground floor including making edges, corners and curing etc. complete.	15000 Sft	26.21	393,150.00
03	Code-122 ItemNo.151	Distempering with vinyl distemper (ICI) Dulux Paintex of approved make and shade in two coats over and including the cost of one priming coat of lime wash including sand papering, dusting, and filling the holes, cracks and inequalities, if any, at any height in any floor.	9000 Sft	10.54 Total	94,860.00 784,761.00
		Add: Pro	emium %		764,761.00
-		Add. Fit		ount of "A"	
B-	CIVIL WORK	(S (Non-Schedule Items)	Total Ame	diff of A	
01	-	Providing, Fabrication and Applying at any height except where otherwise stated in specific item of the bill of quantities including all material, labor and plant for the following items complete in all respects as per drawings, approved drawings, technical specifications, miscellaneous details and instructions of the Engineer. RENOVATION OF TOILET BLOCK DISMANTLING WORK Dismantling of block masonry wall carefully of any thickness to required leadth beight instructions are provided booth.			
		thickness to required length, height including removal of dismantled materials from site and out of university limit ground, 1st & 2nd floors. Dismantling & Removal of existing sunk slab floor	2848 Sft		
02	7-1	very carefully and required depth and thickness dismantling material outside the university limited depth 2'-0"	3031 Sft		
03		Removal of existing tile from floor including cutting of C.C plaster floor and walls up to required thickness and removal of dismantled stuff as directed by the Engineer.	4700 Sft		
04		Removal of existing sunk plaster and ceiling plaster very carefully at any height and floors any thickness without damaging roof surface and removal of dismantled stuff out side university limit as directed by engineer.	6000 Sft		
05	-	Removal of existing vanity top with basin, block masonry very carefully at any height and floor removal of existing material handover by the department and as directed by engineer.	15 Nos		
06	-	Removal of Indian W.C and flash tanks with all fixtures and fittings with traps, floor traps, connecting pipe to the main holes complete removal and stacking all released material as directed and removal of debris unserviceable materials form site and outside University limits from ground 1st & 2nd floors.	40 Nos.		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
07	_	Removal of under floor sewerage C.I/A.C.C pipes of any size and fittings from the large size toilet blocks including stacking serviceable material at site and removal of unserviceable from site as directed for ground, 1st & 2nd floors.	15Nos.		
08	_	Removal of all external vertical open pipe C.I/A.C.C sewerage pipe of any size and height with fittings and stacking the useful material as directed and removal unserviceable from site as directed for ground, 1st & 2nd floors.	500 Rft		
09	-	Removal of complete existing concealed and open water supply line and all fixtures and fittings form 12 nos. toilet blocks and stacking all useful materials at site as directed for ground, 1st & 2nd floors.	15 Nos.		6 =
10	-	Removal of wooden doors shutters carefully with frame of toilets and stacking at site as directed	84 Nos.		
11	-	Removal of existing ventilators very carefully with frame of toilets and stacking at site as directed. 2ft long	95 Nos.		
		Treatment for sunk slab Provide and construct of following items (for payment sub floor area will be measured).			
12 a) b)	-	1"th average 1:4 floor and bitumen at 27 Lbs/10m² in required number of cost (as per manufacturer instruction) over a cost of primer. ½ the average 1:4 floor and bitumen at 27 lbs /10m² in required number of cost (as per manufacturer	3031 Sft		
c)		instruction) over a coat of primer. Empty clay pots of approved size and shape in sunk portion with back filling of remaining area with sand	3031 Sft		
d)		and coal. Min 2 ^{1/2} in 1:3:6 sub floor	6062 Cft 3031 Sft		
13	-	Fabrication description 30mm thick factory made molded PVC door (wood free) consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 20mm x 40mm for stiles as well as top, bottom & lock rail. M.S frame shall have a coat of metal primer of approved make & manufacturer. The inside panel shall consist of 20mm thick multichamber hollow PVC section of 1mm wall thickness, bonded using solvent cement / cyanoacrylate adhesive with 5mm (+0.25) thick molded PVC sheet of density 600kg/cbm with 2,4,6 raised panel deign in plain / prelam colours after outing the molded design on one side of the inside panel. 5mm (+0.25) plain / prelam PVC sheet to be pasted using solvent cement / cyanoacrylate adhesive on other side of the hollow PVC section. All the four edge of the panel to be sealed with lipping of 10 mm thick & 20 mm wide PVC sheet baton made by sticking 02 Nos. foam PVC sheet of 5mm (+0.25) thickness using PVC solvent cement i. section size 5" x 2" ii. section size 5" x 2"	1213 Sft 385 Sft		
14	_	Provide and install champagne anodized aluminum ventilators with minimum 4" wide and 2.0mm thick sections of approved samples Krudson/Lucky or equivalent imported 5mm thick glass clear / tinted, necessary hardware .fly proof netting, PVC gasket seal weather proof, sealant complete in all respect and as directed by the engineer.	288 Sft		
15	-	Providing & fixing UPVC floor traps standard size of AGM, Dadex or equivalent brand etc. complete with laid and cover including requisite no. of holes in walls plinth or floor for pipe connecting and making good the same etc. including gasket & clamps etc. complete.	63 Nos		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
16	-	Providing & fixing UPVC cawel for vent pipes of AGM, Dadex or equivalent as per approved sample including all accessories complete in all respect. i. 3" dia ii. 4" dia	17 Nos. 17 Nos.		
17	_	Providing and fixing R.C.C 1:2:4 lintel for door with suitable 4 nos1/2" dia bars and 3/8"0ring at 6" c/c including form work.	230 Rft		
18	-	Provide & fix install ¼" thick Belgium make mirror 2' x 5' Size with ¼" commercial ply backing 1-1/2" x 1"m deodar wood lipping include polish finish outlined by border tiles of 2" x 12" size etc complete in all respect.	255 Sft.		
19		Provide and lay 12"x12"/8"x12 ceramic tile matt finished of approved sample and color for flooring in slope with 1:4 cement sand mortar base of required thickness so as to achieve a minimum overall finished floor thickness in 2" setting the tiles with neat cement mortar, grouting the joints with white cement mixed with approved pigment of matching color including curing, cleaning etc. complete in all respect.			
19	-	Providing & fixing tile of approved quality & approved colors by Engineer of master, Sonex, Shabbir, EMCO or equivalent 12"x12"/8"x12" in flooring with white cement using matching pigment including C.C. bed of required thickness in proper slopes using 1:6cm and niru etc. complete in all respects. Provide and lay 12"x12"/8"x12 glazed ceramic tiles of same as item above but glossy finish glazed tiles	3032 Sft		
20	-	in dado till 5' including cost of border of 2"x12"/2"x8". SANITARY WORKS Providing & fixing Asian W.C Orissa type in approved color with low level flushing cistern of ICL, Master or equivalent brand as per approved sample including all approved accessories, like trap full size, CP flexible pipe Master/Sonex brand, "T" stopcock C.P fancy, H.D with check nuts, all joints plugging etc. complete in all respects. Providing & fixing washbasin vanitry type ICL, Master or equivalent brand in approved color 22x16 with all approved master brand accessories like master / Sonex brand mixture C.P heavy duty (02 no.) T stopcock C.P flexible pipe, waste pipe, couples	8972 Sft		
		brackets set, and silicon sealant, all joints to services and drains, plugging etc. complete in all respect. Providing & fixing bathroom/toilet accessories as per approved samples including fixing with rowel plug &	30 Nos.		
21	-	screws complete in all respects. Towel rail ¼" C.P/Plastic coated 24" long as approved by Engineer. Hooks/towel rail metal hooks as approved by Engineer. Soap dish as approved by the Engineer. Shower head with mixture including rod approved by the Engineer. (can be seen already fixed in MBQ-I Hostel) Bibcock (C.P) heavy duty Master / Sonex or equivalent brand. Double bibcock H.D with Muslim Shower approved	30 Nos. 30 Nos. 30 Nos. 33 Nos. 66 Nos.		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
22	-	Construction of chamber inside dia meter 18"x18" after finishing and depth as per site including excavation disposal of surplus material, C.C 1:4:8 6" thick in bed 8" thick machine made blocks in masonry C.C 1:2:4 in benching, cement plaster including fixing C.I manhole cover with frame 12"x12" 9cover size) weighting not less than 20 kg including painting complete in all respects including R.C.C top slab 5" thick well finished with cost of external plaster of chamber etc complete	10 Nos.		
23	-	Provide & fix install marble slab ¾" thick of china Verona approved quality and shade including marble putty cutting of hole in marble of fixing of basin and Gola, pointing in same shade with white cement and sealant CC 1:2:4 bed niru to required thickness and polishing include 2" thick R.C.C 1:2:4 slab and 1:3:6 4" thick solid block masonry pedestal in 1:4 cm with	255 24		
24	-	complete curing etc complete. WATER SUPPLY WORKS (INTERNAL) Providing & fixing jointing testing & commissioning of CPVC water pipe as per manufactured PAK ARAB Euro Gulf or Equivalent make including fitting, like elbow, tee, bent socket, union, nipples & reduce etc. hanging system plug, cutting making good the chase and holes complete in all respect as directed by the engineer.	255 Sft		
		i. ½" dia ii. ¾" dia iii. 1" dia.	600 Rft 600 Rft 400 Rft		
25 a)		SEWERAGE WORKS Providing & fixing UPVC pipe as manufactured by AGM/Dadex or equivalent class "D" for drain including mould fittings such as tee, bend, etc. cutting, chiseling, holes etc. in masonry or concrete complete in all respect as directed by Engineer. i. 4" dia SDR 40 ii. 3" dia SDR 40	500 Rft		
b)	-	Providing and fixing of metal full way gate valves of Naveed / Al-Mughal or equivalent brand as approved with threaded ends with all additional / fitting and material required for complete installation as described in the specification. i. 1" dia	500 Rft		
		ii. 3/4" dia	06 Nos.	unt of "B"	
C-	ELECTRICA	L WORKS (Non-Schedule Items)			
01	-	Providing, Wiring& Connecting of light, and Exhaust fan point, controlled by one single pole switch of Clipsal Australia / MK England/ Bosch Germany or equivalent make, with 3 x 1.5mm2 single core Cu PVC insulated wire of Pakistan cable/ AGE/ Pioneer or equivalent make, recessed in walls, slabs & columns canceled in ¾" PVC conduit of Galco/Jeddah/ Nawab/or equivalent make, open in 25 x 25mm casing of Adamjee / Hitachi/ KSS Taiwan or equivalent make, complete with all respect such as MS back box etc., as per drawing, as required and approved by the Engineer / Directorate of Works & Services.	141 Nos.		
02	-	Providing, fixing & connecting of 18.5 watt LED PC- Tube rod TB with batten of Philips/ Osaka/ Sogo or equivalent make. Complete in all respect such as round cover & ceiling rose etc., as per drawing as required and as approved by the Engineer/ Directorate of Works & Services	93Nos.		

Sr. No.	PWD Schedule Code	Description Of Items	Qty.	Rate (Rs.)	Amount (Rs.)
03	_	Providing fixing & connecting of 12" sweep exhaust fan with Louver metallic body Millat / Younus / Pak Fan or equivalent make, complete with all respect such as making cuts in wall 12" dia. and provide 18"x18" x ½" in wooden ply for fixing fan, round cover & ceiling rose etc., as per drawing, as required and approved by the Engineer / Directorate of Works & Services.	30Nos.		
04	-	Providing, Wiring& Connecting of Circuit wiring from existing DB to switch board with 2x2.5mm2 + 1x1.5mm2 single core Cu PVC insulated wire of Pakistan Cable/ AGE/ Pioneer or equivalent make, recessed concealed in walls and open on slabs & columns in ¾" PVC conduit of Galco Jeddah/ Nawabor equivalent make, complete with all respect as per drawing and as required and approved by Directorate of Works &Services.	15 Nos.		
05	-	Providing / fixing and wiring of multipin 13 Amp power Outlet (international) of Clipsal Australia / MK England/ Bosch Germany or equivalent make, with 2x2.5mm²+1x1.5mm² Single core PCV insulated wire of Pakistan cable/ AGE/ Pioneer or equivalent make, drawn in ¾" PVC conduit of Galco Jeddah/ Nawab/make recessed in wall concealed. complete with all respect such as MS back box PVC band & socket etc., as per drawing, as required and approved by the Engineer / Directorate of Works & Services.	15 Nos.		

SUMMARY OF COST

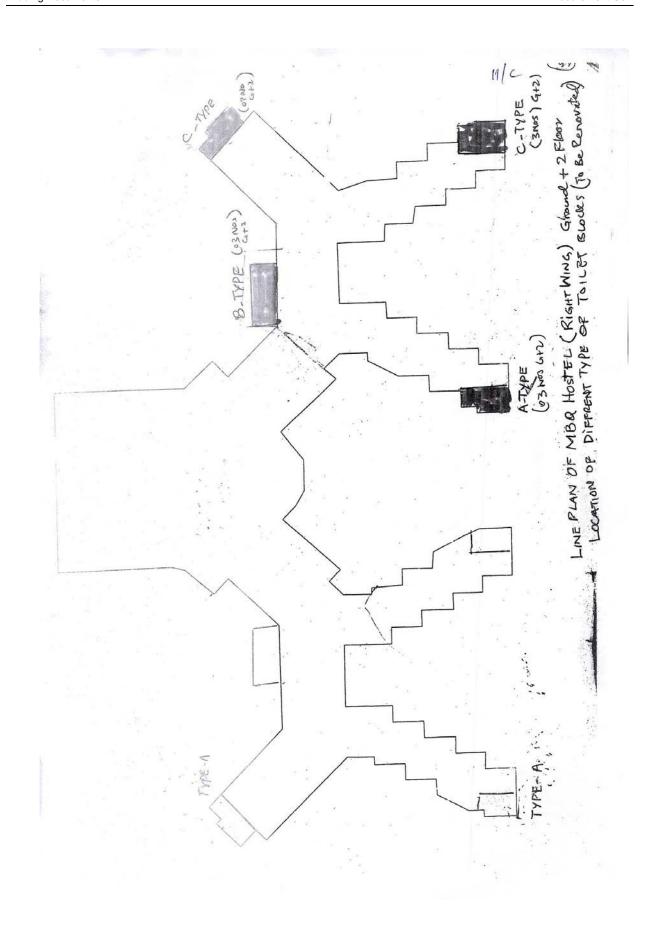
"A"	Total Amount against Civil Works (Schedule items)	Rs:
"B"	Total Amount against Civil Works (Non-Schedule items)	Rs:
"C"	Total Amount against Electrical Works (Non-Schedule items)	Rs:
	GROSS AMOUNT OF $A + B + C$	Rs:

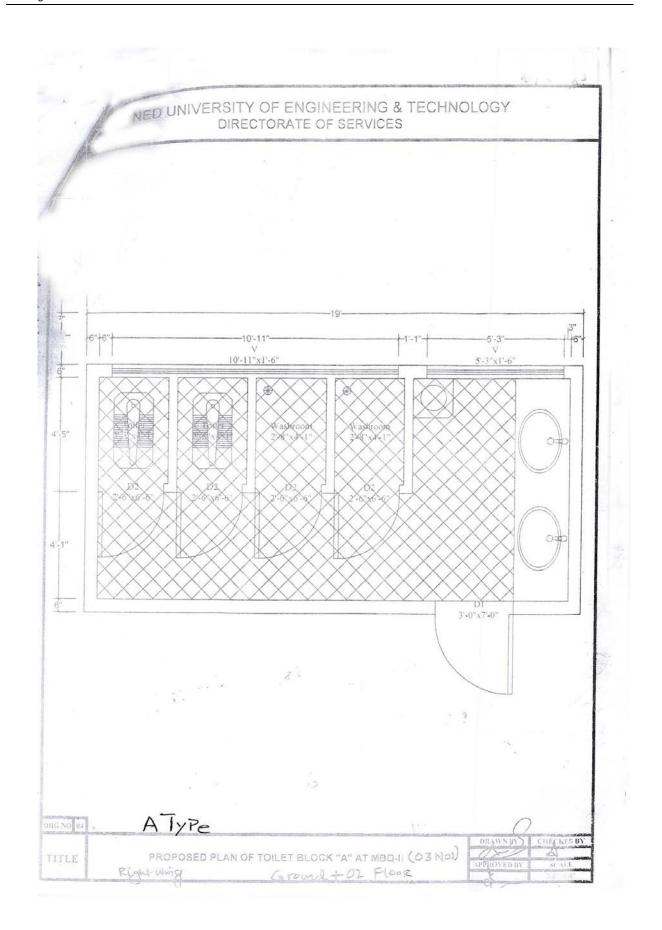
Note:

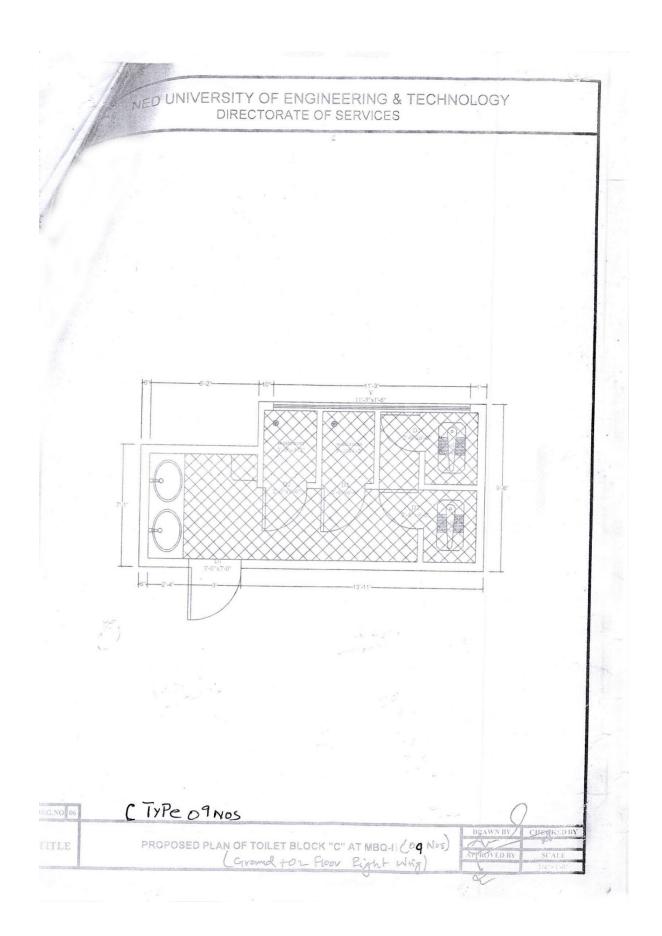
Rates quoted in the bids must include of all taxes (Income Tax and SRB).

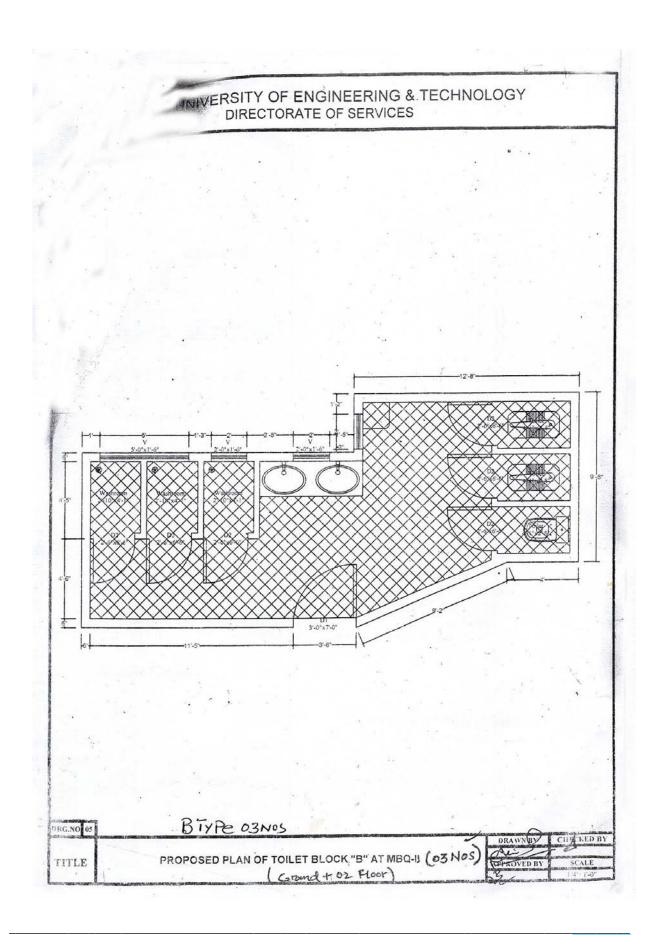
Signature of Contractor with Seal

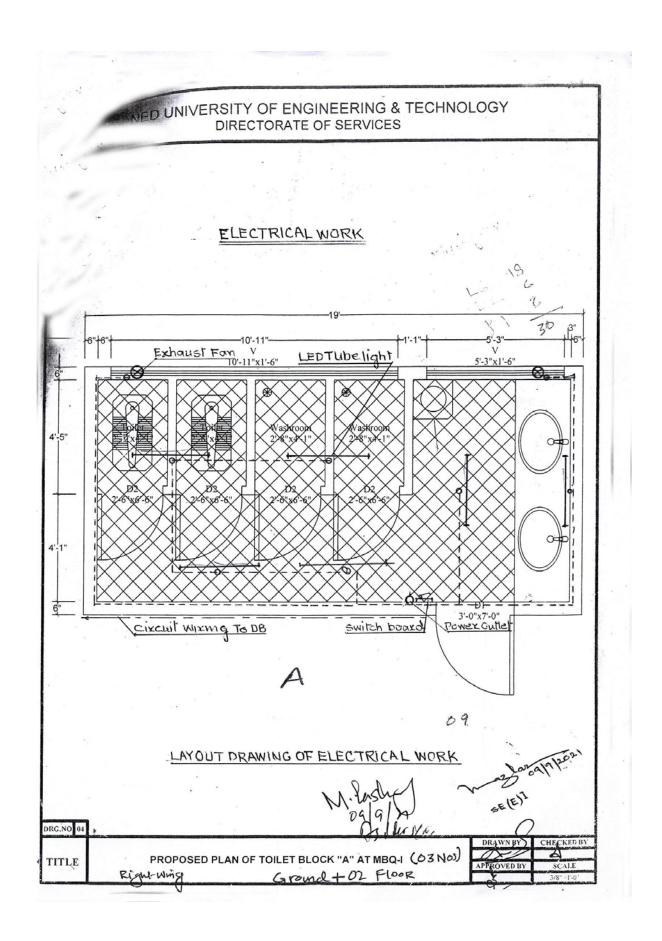
DRAWING

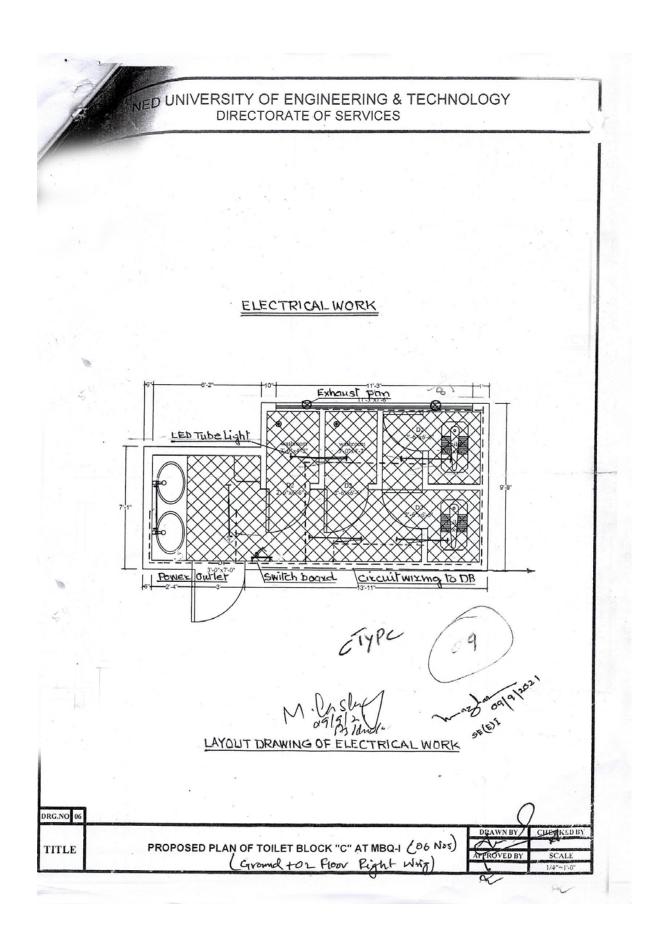


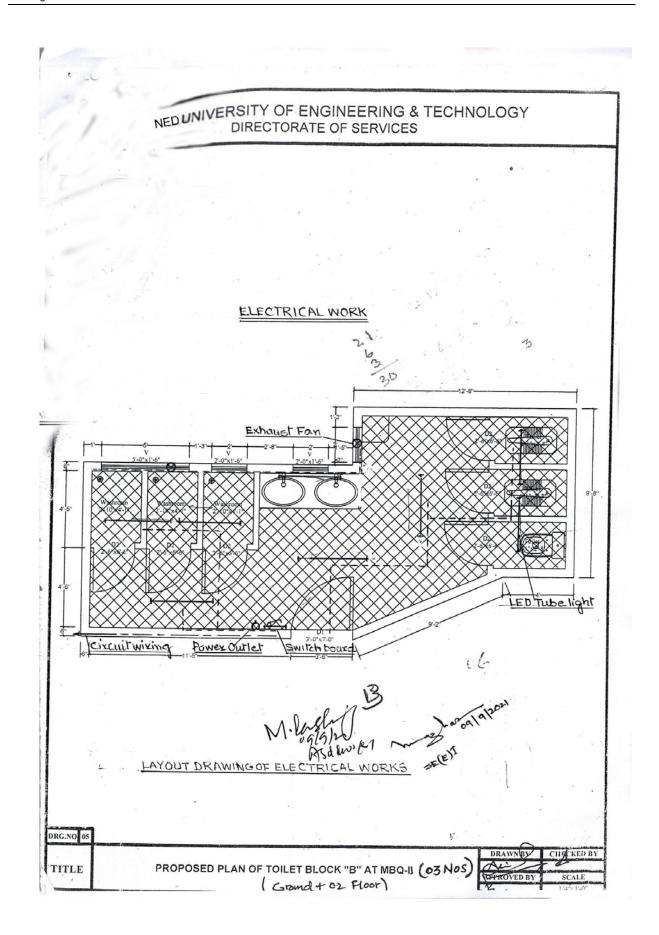












CHECK LIST FOR BID SUBMISSION

It is affirmed that following essential and mandatory documents have been attached with the bidding documents:

S#	Documents Required	Yes
1.	Bid Security	
2.	Valid Registration (Federal Board of Revenue, Sindh Revenue Board.	
3.	The bidder must have at least 3 years of experience in the relevant field	
	Registration with FBR for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of Procurement of Works and Services and registration with Pakistan Engineering Council as the case may and are not black listed in any procuring agency or authority.	
4.	Details of turn-over (Including in terms of Rupees) of at least last three years that average turnover of last three years should not be less than Rs.12 million, per year as per online annual returns submitted to FBR.	
5.	Registration with FBR / SRB (whichever is applicable) and must have valid professional Tax Certificate.	
6.	Affidavit upon original stamp paper that the firm has never been black listed, not involved in any Litigation with any Government, Semi-Government & Autonomous Body.	
7.	Complete Bidding Documents signed and stamped.	
8.	Proof of Registration of NTN, GST, SRB & PEC. (Whichever is applicable)	

it is understood that in the absence of any documents of above, rioculing Agency shall reject my bit	t is understood that in the absence of an	y documents of above, Proc	curing Agency shall	reject my bid
--	---	----------------------------	---------------------	---------------

Bidder Name Signature & Stamp

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/1990

Dated: 12/02/2016.

OFFICE ORDER

The University Administration has constituted the Procurement Committee comprising of the following officers for Construction, Renovation and Rehabilitation of work and Services

1. Prof. Dr. Abdul Jabbar Sangi

Convener

Professor

Dept. of Civil Engg.

2. Engr. Khurshid Akhtar

Member

Deputy Director of Services (Civil)

Services Department

3. Engr. Sadia Jabeen Asim. Senior Civil Engineer (HFJ)

Member

University Krischi

lo:

The Convener & all members

Copy for information to:

Dean (CEA)

- $\frac{1}{2}$ Chairman, Dept. of Civil Engg.
- 3 Director of Services
- 4 Director Finance
- 5 Resident Auditor

Salean

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/5730

Dated: 27/05 / 2016

OFFICE ORDER

In supersession of this office order No. DR (Estab)/(1003)/11418 dated 02-11-2015, the University Administration has constituted the Complaint Redressal Standing Committee comprising of the following officers to address complaints regarding all procurement issues in the University in pursuance of Clause 31(1) of the SPPRA rules:

1. Prof. Dr. Saad Ahmed Qazi
Dean (ECE)

Convener

2. Independent Professional from the relevant field Member

3. Nominee of Accountant General Sindh Member

Ag-REGISTRAR (L

To:

The Convener & all members

Copy for information to:

1 Dean (ECE)

2 Director Planning & Projects

3 Director Finance

4 Director, Procurement Cell

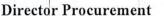
5 Ag. Resident Auditor



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Tele # 99261261-2291, (Ext. 2471) Fax # 99261255,

E-mail: dp@neduet.edu.pk





No. DP/NED/146204/8009/2304

Dated: 05-11-2021

The Director Information Advertisement Government of Sindh, **Information Department** Directorate of Advertisement Karachi.

SUBJECT:

PUBLICATION OF NOTICE INVITING TENDER

Enclosed kindly find herewith the Notice Inviting Tender (NIT) for publication in three newspapers for job mentioned below:

Notice	Renovation of Toilets Blocks at Ground Floor, 1st & 2nd Floor at MBQ-II Boys
Inviting	Hostel (Phase-01 & Phase 02)
Tender	Tender No. PC/NED/DWS/Renovation/8009-8010/2021

Kindly ensure the publication of the aforementioned NIT as under:

Name of Newspapers	Ordinary Page	Date of Publication
Daily "Dawn" - English Daily "Jang" - Urdu Daily "Awami Awaz" - Sindhi	Black & White	On or before 10-11-2021

The aforesaid NIT please be published on or before 10-11-2021. The bill along-with tear sheet of newspapers may be sent to Director Finance of this University for payment.

Copy to DF

Director Procurement

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

PROCUREMENT CELL

Phone # 99261261-68, (Ext 2471 & 2501) Fax # 99261255, Email: dp@neduet.edu.pk

Dated: November 04, 2021



NOTICE INVITING TENDER

NEDUET invites sealed bids on single stage two envelope procedure from firms having registration with Income Tax, Sales Tax and Sindh Revenue Board and PEC (whichever is applicable) to carry out following:

S.		Tender Schedule — Date and Time				Estimated	Tender	
S. No.	Tender / Number	Issue	/ Sale	Submission	Opening	Cost (Rs.	Fee	Time of Completion
110.		From	То			in Million)	Rs.	Completion
1	Renovation of Toilets Blocks at Ground Floor 1st & 2nd Floor at MBQ-II Boys Hostel (Phase-01) Tender No. PC / NED / DWS / Renovation / 8009 / 2021		30.11.2021	01.12.2021 10:00 AM	01.12.2021 10:30 AM	12 Million	1000/-	6 Months
2	Renovation of Toilets Blocks at Ground Floor 1st & 2nd Floor at MBQ-II Boys Hostel (2nd Phase) Tender No. PC / NED / DWS / Renovation / 8010 / 2021		30.11.2021	01.12.2021 10:30 AM	01.12.2021 11:00 AM	12 Million	1000/-	6 Months

Eligibility:

- i. Valid Registration with Pakistan Engineering Council in relevant category C-6.
- ii. Registered with Sindh Revenue Board and FBR. Financial Statement (Summary) and Income Tax Return for the last 3 years.
- iii. Documentary evidence of similar works executed and works in progress.

NO: DP/COS-146204/8009/2304

iv. Affidavit that the firm has never been blacklisted, not involved in any litigation with Government, Semi-Government & Autonomous Bodies on non-judicial stamp paper.

Tender Fee and Bid Security @2.5% of bid cost in shape of Pay order should be in favour of Director Finance. Bidding documents can be obtained and shall be submitted in the office of ADP-II as per above schedule. Bidders are requested to give their Best and Final Price as "No Negotiation" is permitted. Bidding Documents containing detailed terms and conditions are available at Websites www.neduet.edu.pk and www.nedue

INF/KRY: No. 4139/2021

Say No to Corruption

WEAR MASK-SAVE LIFE

ما مك لكا كل د كرونا بيمًا كل - ما مك لما كل محفوظ راي ماسك با بورزند كي برجابو - ماسك بايو-محفوظ رهو

Director Procurement



dp@neduet.edu.pk;;/√/
No. DP/COS-146204/8009/2304 November 04, 2021



Tender No.PC/NED/DWS /Renovation/8010/2021

وتس طلبى تينذر

م ب حجل	الإيا	درگزید(درب خوریل)		- الماليات	Unidense	5	Alae	14
			2	200	ك	9,3500		F
46	10004	12 څي		01.12.2021 4,10.005	8 11.20gi	15.11.2021	29//CRU/ALFEUTERS MBQ-Hag-rF2nd81st-F (01だ)/F1/Ar Tendor No-PCNEDIDWS /Renovation /8009/2021	1
4,6	1000/- 4-0	12 فين	01,12,2021 4,10:305	01.12.2021 £10.005	30.11.2021	15.11.2021	كالرائي من المنظمة ال	2

المن المستارة والمساورة و

رهما ڈائز یکٹر پروکیورمنٹ

دار در پروپرون سک لکلیں . در واز بینگلین ، مشک لگلین ، مطولا رہیں ۔ ا

© Dunya Newspaper (06 Nov, 2021)