



ESTABLISHMENT OF SARDAR BAHADUR KHAN WOMEN'S UNIVERSITY SUB-CAMPUS PISHIN



Bidding Documents (VOL-I) Construction of External Development Works (SINGLE STAGE – TWO ENVELOPE) Package- 04



October, 2021

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Establishment of SBK Women's University **Sub-Campus Pishin**

Package No – 04

- ROAD WORK
- WATER DISTRIBUTION SYSTEM
- SEWERAGE SYSTEM
- 0.5 CUSEC TUBEWELL (1-Nos.)
- ELECTRICAL WORK
- BOUNDARY WALL, MAIN GATE, RECEPTION OFFICE & SECURITY HUTTS

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- INVITATION FOR BIDS
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- APPENDICES TO BID (INCLUDING UNIT)
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INVITATION TO BID

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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SARDAR BAHADUR KHAN WOMEN'S UNIVERSITY QUETTA				
TENDER NOTICE				
Sardar Bahadur Khan Women's University (SBKWU), Quetta invites sealed Tenders/Bids from eligible Contractors/Firms, for the Establishment of its Sub-Campus at Pishin.				
S. No.	Name of Work/s	Estimated Cost	Tender Fee	Bid Security
1.	Establishment of SBK Women's University Sub-Campus Pishin PACKAGE-I	233.89 Million	4000/-	2%
2.	Establishment of SBK Women's University Sub-Campus Pishin PACKAGE-II	235.21 Million	4000/-	2%
3.	Establishment of SBK Women's University Sub-Campus Pishin PACKAGE-III	184.45 Million	4000/-	2%
4.	Establishment of SBK Women's University Sub-Campus Pishin PACKAGE-IV	297.71 Million	4000/-	2%
<ol style="list-style-type: none"> Eligible Contractors: Contractors who are licensed (license must be up to date) by the Pakistan Engineering Council in the category C-3 and above for Package- 01, 02 & 04 and category C-4 and above for Package-03 with Proof of Active Tax Payer list (ATL) of (FBR) Federal Board of Revenue, Pakistan for the Works. Registration with income tax department (NTN copy) and Balochistan Revenue Authority (sales tax registration). Method of Procurement: Single Stage-Two Envelope Procedure. Bid Security: All bids must be accompanied by a bid security in the amount equal to 2% of bid price, in the form of Deposit at call (CDR) only in favor of Project Director Sub-Campus (Pishin & Khuzdar), SBK Women's University Quetta and valid for a period of 28 days beyond the bid validity date. The CDR must be attached to financial proposal. Tender Fee: All bids must be accompanied by a tender fee (non refundable) of amount mentioned above through Pay order (P.O) or Demand Draft (D.D) in favor of the TREASURER, SBK Women's University Quetta and must be attached to the Technical Proposal. Issuance of tender Documents: The bidding documents shall be downloaded from the university website https://sbkwu.edu.pk/Tender.php or www.ppra.org.pk .No hard copy of the tender documents will be provided. Pre-bid Meeting: A Pre-bid meeting has been scheduled on 10/11/2021 at 11:00 AM in Ayesha Hall, SBK Women's University Quetta. Bidders are advised to visit the project site and send known questions in writing to reach the office of the undersigned not later than at least two working days before the meeting date at address given below. Last Date of bid submission: The Tenders must be submitted on or before 19/11/2021 till 				



Client:
Sardar Bahadur Khan
Women University
Quetta



Consultant:
G3 Engineering Consultants
(Pvt.) Ltd.

Project:
Construction of External Development
Works at SBK Sub Campus Pishin
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10.30 AM at the office of the undersigned.

8. **Tender opening:** Technical Proposal will be opened on 19/11/2021 at 11:00 AM in Ayesha Hall, SBK Women's University Brewery Road Quetta.
9. **Tender Documents:** Envelops must be marked separately "Technical" & "Financial" Proposal duly sealed properly.
10. **Address:** Project Director (Sub-Campus Pishin & Khuzdar), Technical & Engineering Department, SBK Women's University Quetta.

Email: pd.pksbkwu@gmail.com
11. Sardar Bahadur Khan Women's University Quetta reserves all the rights to accept or reject any or all the bids as per PPRA Rules.

Project Director
Sub-Campus (Pishin & Khuzdar)
SBK Women's University
Quetta

 <p>Client: Sardar Bahadur Khan Women University Quetta</p>	 <p>Consultant: G3 Engineering Consultants (Pvt.) Ltd.</p>	<p>Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04</p>
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INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

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

IB.2 Source of Funds

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

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value and nature of the Works. The License must be up to date. As described in bidding data.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the Site of Works and its surroundings

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and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

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

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

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

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives in the Pre-Bid meeting.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-

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Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

- 9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

- 11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) Update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following:
 - i. Copy of Valid License of Pakistan Engineering Council (C-3 & above).
 - ii. Copy of Registration Certificate with Federal Board of Revenue
 - iii. Copy of Registration Certificate with Balochistan Revenue Authority
 - iv. Copy of Registration Certificate of Registrar of Firms/Securities & Exchange Commission of Pakistan.
 - v. Status of Firm (Sole Proprietorship, Partnership, Private Limited Company etc)
 - vi. Affidavit on Stamp Paper of PKR 100/- about Non-Blacklisting and Non-Litigation.
 - vii. Bank Certificate providing necessary information about firm's Bank Account and recent Bank Account Statement and credit line of 25.0 million from a scheduled bank in Pakistan
 - viii. List of Completed and In-hand projects of similar nature executed in last three years supported by documents such as Taking over / Completion Certificate, Maintenance / Defects Liability Certificate and any other relevant document).
 - ix. List of Tools, Plants and Machinery available with contractor.
 - x. List of Names and Designation of Owner/Directors and Engineers of Firm

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- (c) Furnish a **Technical Proposal** taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid Proposed Construction Schedule
Appendix-F to Bid Method of Performing the Work
Appendix-G to Bid List of Major Equipment
Appendix-K to Bid Organization Chart for Supervisory Staff

Any shortage of above documents will lead to 'In-Eligibility' and bid will be declared as 'non-Responsive'.

- 11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 11.3 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.12 Bid Prices

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

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

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

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

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

IB.13 Currencies of Bid and Payment

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

13.2 The rates of exchange to be used by the bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids.

For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Bid Validity

14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period,

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the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favour of the Employer valid for a period of 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
 - (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design

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calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents.

- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

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- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

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

IB.20 Deadline for Submission of Bids

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

IB.21 Late Bids

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

IB.22 Modification, Substitution and Withdrawal of Bids

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

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E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.
- 23.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

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

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.

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IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

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

IB.28 Evaluation and Comparison of Bids

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

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

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

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

F. AWARD OF CONTRACT

IB.29 Award

29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to Sub-Clause IB 29.2.

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

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

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

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

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without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

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

IB.33 Signing of Contract Agreement

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

IB.34 General Performance of the Bidders

The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

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BIDDING DATA AND ATTACHMENT TO BIDDING DATA

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BIDDING DATA AND ATTACHMENT TO BIDDING DATA

Instructions to Bidders

Clause Reference

1.1 Name and address of the Employer:

Project Director Sub-Campus Pishin & Khuzdar).
Technical & Engineering Department
Sardar Bahadur Khan Women's University Quetta
Tel: (081) 9213416.

1.1 Name of the Project:

"Construction of External development works – Sub Campus Pishin" Package No - 04

Summary of the Works:

"SBK Women's University Quetta" intends to construct **Construction of external works – Sub Campus Pishin**. The works comprises of Road works Electrical works Sewerage and water supply system and Miscellaneous Works laying within the boundary and limits as shown on the drawings and any such additional instructions as may be designated by the Engineer/Employer from time to time for the construction to be performed under the Contract, and all such works and additional works shall be completed at the Site."

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

Higher Education Commission Funded Project

3.1 Eligible Bidders:

Contractors who are licensed (license must be up to date) by the Pakistan Engineering Council in the category **C-4** and above with Proof of Active Tax Payer list (ATL) of (FBR) Federal Board of Revenue, and (B.R.A) Balochistan Revenue Authority, Pakistan for the Works. A foreign bidder is entitled to bid only in a joint venture with a Pakistani constructor in accordance with the relevant provisions of PEC-by-laws. Registration with income tax department (NTN copy) and Balochistan Revenue Authority (sales tax registration) and copy of CNIC.

8.1 Time limit for Clarification of Bidding Documents:

Delete the text of first (1st) paragraph of sub-clause 8.1 and substitute with the following:

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Any prospective bidder requiring any clarification(s) in respect of the bidding documents including any explanation/clarification of the items of works or their description as provided in the bills of quantities may notify the Employer in writing at the employers address indicated in the invitation of bids. The Employers response will be made not later than four (4) days prior to the date fixed for submission of bid or in PRE-BID meeting. No request for clarification (s) will be entertained if received by the employer later than seven (7) days prior to the date fixed for submission of bid.

10.1 Bid language:

English

12.2 Bidders shall fill up the BOQ in Percentage rates % indicating in above or below for schedule items of **Government of Balochistan Composite Schedule of rates – 2018 and items wise rates for non-schedule items.**

12.3 Delete the text sub-clause 12.3 and substitute with the following:

The bidder shall obtain all information as to Pakistan income Tax, Sales Tax, Company Taxes, Municipal Authorities, Levies and any other taxes imposed by the Govt. Of Pakistan/ Provincial Governments / Local Bodies, Export and Import duties and necessary permits and conform the requirements thereof at his own responsibility and include the same in his quoted unit rates and Bid Price. The quoted unit rates and Bid Price shall also include the cost of accepting the general risks/ liabilities and obligations set forth or implied in the contract. No claim at any later stage on this account will be entertained.

12.4 In line three (03), after the word “contract” delete the rest of the text of the sub-clause.

13.1 Currencies of Bid and Payment:

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

14.1 Period of Bid Validity:

120 Days

15.1 Amount of Bid Security:

Amount of Bid Security 2% of bid price in the shape of CDR issued by any scheduled bank. 2% Bid Security will be in favor of **THE PROJECT DIRECTOR**, Sardar Bahadur Khan Women University Quetta Pishin and Khuzdar and Valid for a period of 28 days beyond the Bid validity date.

17.1 Venue, time, and date of the pre-Bid meeting:

10/11/2021 at 11:00 AM in Ayesha Hall, Sardar Bahadur Khan Women University

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Brewery Road Quetta (SBKWU)
Tel: (081) 9213310.

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

One original and two copies

18.5 Add the following at the end of Paragraph:

One (01) copy of Power of Attorney must be attached to the Bid submitted to the Employer if this bid is signed / executed by a person other than the President, Partner or Owner of the Bidder's Company.

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

Project Director (Sub-Campus Pishin & Khuzdar)
Technical & Engineering Department
Sardar Bahadur Khan Women's University Quetta
Tel: (081) 9213416.
Tender sent to any other address will not be entertained.

20.1(a) Deadline for submission of bids:

At or before _____ hours, on _____ 2021.

23.1 Venue, time, and date of Bid opening:

_____ 2021 at _____ hours at
Ayesha Hall,
Sardar Bahadur Khan Women University Quetta (SBKWU)
Tel: (081) 9213310.

Evaluation and Comparison of Bids:

28.1 At the end of sub-clause 28.1 add the following:

In evaluating the Bids, the Employer shall also examine the method of Performing the work Appendix-F and proposed construction schedule Appendix-E submitted by the Bidder to confirm that all the requirements of staff to be deputed at site and construction plant and equipment (Appendix -K & G) have been met without any deviation or reservations and that the proposed resources to be deputed by the bidder are adequate to construct and complete the works in the proposed time period. Furthermore, the contractor's ability to mobilize and harness additional resources when required shall also be considered.

Conditional bids shall be rejected notwithstanding the fact that those conditions are withdrawn by the bidder subsequent to the opening of the Bids.

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

Amount equal to 10% of the Contract Price in the form of Bank Guarantee from any

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scheduled bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR. The choice of guarantee option is at discretion of the Employer.

32.2 At the end of paragraph add the following:

“In the event the employer may award to the next lowest evaluated bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily”.

Signing of Contract Agreement.

33.1 Delete the text of sub-clause 33.1 and substitute with the following:

The successful bidder shall submit along with the performance security, a draft of the agreement as per the Form of Agreement provided in the Bidding Documents incorporating all agreements between the parties.

33.2 Delete the text of sub-clause 33.2 and substitute with the following:

The formal agreement between the employer and the successful bidder shall be executed within fourteen (14) days of the receipt of letter of acceptance by the successful bidder from the Employer but not before the submission by the Bidder and acceptance by the Employer of Performance Security as per sub-clause 32.1 hereof.

Add the following clauses:

37 Services at Site

The contractor shall make on his own arrangements for Water and Electricity at his own expenses and No charges will be paid by the Employer in this regard.

38 Claims under performance Security

In case the total tendered amount is less than 10% of the approval estimated (DNIT) amount, the lowest evaluated bidder will have to deposit additional performance security from the Scheduled Bank ranging from 10% to 15% as under, within 15 days of issuance of notice or within expiry period of bid, whichever is earlier

Total tendered amount below corresponding estimated cost	Additional performance security
10%	10%
11%	11%
12%	12%

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13%	13%
14%	14%
15%	15%
and proportionally so on	

39 List of Approved Insurance Companies.

Following insurance companies are approved by the Employer for the purpose of required insurance as per Conditions of Contract.

- EFU General Insurance Company.
- Adamjee Insurance Company.
- National Insurance Corporation.
- New Jubilee Insurance Co. Ltd.

40 Supervision Construction Team Requirements

The Contractor shall construct, provide and maintain Engineer's Site Office including peon, as per the specifications for the full construction period and Defects Liability Period. A preliminary layout of the site office shall be provided by the supervisory consultant. After receiving letter of award, the Contractor will submit detailed shop drawings for review and approval.

<u>Supervision Construction Team Requirements</u>				
S. No	Item	Specification	Unit	Qty
	<u>IT Equipment</u>			
1	Laptop	HP 15 DW300 Core i5 - Core i5 11th Generation - 2.4 GHz - 256GB SSD - 8GB - 15.6 - WINDOWS 10 or approved Equivalent	Nos	1
2	Printer	HP Officejet Pro 8023 Wide Format All-in-One Printer or approved equivalent	Nos	1

If any equipment, furniture and installations become unserviceable for any reason whatsoever the Contractor shall promptly replace the same as and when directed by the Engineer. The Engineer's Site office with fittings, fixtures and all other equipment/accessories shall be maintained and operated for the entire duration of construction period as well as for the duration of subsequent defects liability period.

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The Site Office including fittings, fixtures, furniture, furnishing and all other equipment/accessories shall be the property of the Employer on completion of the Contract.

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Attachment to Bidding Data

(Qualification Criteria and Requirements)

	Page No.
1. QUALIFICATION CRITERIA AND REQUIREMENTS	30
1.1 GENERAL	30
1.2 MANDATORY REQUIREMENTS	30
1.2.1 QUALIFICATION STATUS SHALL BE DECIDED ON THE BASIS OF PASS/FAIL BASIS. THE BIDDER MUST SECURE AT LEAST 50% SCORE IN EACH CATEGORY.	30
1.2.2 THE BIDDER SHOULD SECURE 60% AGGREGATE MARKS TO QUALIFY.	30
1.2.3 THE BIDDER SHOULD FULFIL THE FOLLOWING MANDATORY REQUIREMENTS TO ENTER THE EVALUATION PROCESS. THE BIDDER, WHO WILL NOT FULFIL THE EACH OF THE FOLLOWING REQUIREMENT SHALL STAND DISQUALIFY.	30
1.3 PRELIMINARY EXAMINATION	30
1.4 DETAILED EVALUATION	31
1.5 CRITERIA FOR DETAILED EVALUATION	31
1.5.1 <i>Financial Tendering Capability</i>	<i>31</i>
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<i>Personnel Capabilities:</i>	<i>34</i>
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Establishment of Sub-Campus at Pishin for the “Construction of Project Buildings at Pishin”

1. Qualification Criteria and Requirements

1.1 General

Qualification will be based on all the criteria given in succeeding paras **1.2 to 1.5** regarding the applicant’s experience, personnel, equipment & financial capabilities, as demonstrated by the applicant’s responses in the forms provided. Sub-contractor’s experience and resources shall not be taken into account in determining the applicant’s compliance with the qualifying criteria. However, for Joint Venture experience & resources of all firms will be considered as per serial # 3.

The Employer reserves the right to verify or seek clarification of the information furnished by the applicants. The Employer may reject any application for any false statement knowingly made by any applicant in, or pursuant to, their application or for any statement furnished in connection therewith, and intended to be relied upon by the Employer, which is incorrect in any respect.

1.2 Mandatory Requirements

- 1.2.1 Qualification status shall be decided on the basis of pass/fail basis. The bidder must secure at least 50% score in each category.
- 1.2.2 The bidder should secure 60% aggregate marks to qualify.
- 1.2.3 The bidder should fulfil the following mandatory requirements to enter the evaluation process. The bidder, who will not fulfil the each of the following requirement shall stand disqualify.
 - a) Valid License of Pakistan Engineering Council
 - b) Registration Certificate with Federal Board of Revenue
 - c) Registration Certificate with Balochistan Revenue Authority
 - d) Registration Certificate of Firms/Security & Exchange Commission of Pakistan

1.3 Preliminary Examination

All applications/documents submitted shall be checked for the following items:

- 1.3.1 Has the **Form** of technical & financial proposal signed?
- 1.3.2 Has all information asked for in **Form A-1 to A-11** been provided?
- 1.3.3 Have all Affidavits required under **Form A-11** been provided and duly signed by the authorized person?
- 1.3.4 Have audited balance sheets of last three years been provided?
- 1.3.5 In case of Joint Venture; has the relevant agreement been provided and duly signed?

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1.4 Detailed Evaluation

After the initial screening of all applicants, a detailed evaluation of the applicants shall be undertaken using the following criteria based on the scoring system as follows:

Clause	Category	Points	
		Maximum	Minimum A
1.5.1	Financial	30	15.0
1.5.2	Experience	35	17.5
1.5.3	Personnel	15	7.5
1.5.4	Equipment	20	10.0

To qualify, applicants must receive not less than the specified minimum acceptable point for each category at 50% and an aggregate 60% points of maximum 100 points.

1.5 Criteria for Detailed Evaluation

Detailed evaluation criteria are as below: -

1.5.1 Financial Tendering Capability

Financial Tendering Capability of an applicant will be taken as follows:

1.5.1.1 The applicant should demonstrate that he has access to, or has available liquid assets, un-encumbered real assets, lines of credit and other financial means sufficient to meet the cash flow for the execution of works

Applicant's commitments for other ongoing contracts shall also be considered.

1.5.1.2 The Audited Balance Sheets and Annual Turn Over for the last three years (Form A-10) from Chartered Accountant firm (listed in QCR rated ICAP registered auditors list) must be submitted and should demonstrate the soundness of the applicant's financial position, showing long term profitability. Where necessary, the Employer will make inquiries with the applicant's bankers

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

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Sr. No	Description	Maximum Points
I.	Available Bank Credit Line =Rs. 50 million	10
II.	Working Capital in last 3 years. =Rs. 300 million	10
III.	Average Annual Turn Over in Last 3-years =Rs. 500 million	10
	Sub-Total:	30

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Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Available Bank Credit Line	10	<ul style="list-style-type: none"> 6 Marks are given if the available bank credit line limit is equal to Rs. 25 million. For limit less than Rs. 50 Million, use following weightage $6 \times (A/25)$ For the limit more than 50 million but less than Rs. 100 million use following weightage $6 + (A/50) \times 2$ <p>A= Available Bank Credit Line Limit</p> <ul style="list-style-type: none"> Full Marks are given in case of limit is Rs. 50 million
b)	Working Capital in last 3 years	10	<ul style="list-style-type: none"> 6 Marks are given if the available average working capital for last three years is equal to Rs. 150 million. For the capital less than Rs. 150 million use following weightage $6 \times (A/150)$ For the capital more than 150 million but less than Rs. 300 million use following weightage $6 + (A/300) \times 2$ <p>A= Average working capital in last three years.</p> <ul style="list-style-type: none"> Full Marks are given in case of working limit is Rs. 300 million or more.
c)	Avg. Annual Turnover in last 3 years	10	<ul style="list-style-type: none"> 5 Marks are given if Average Annual Turnover in last 3 years over Rs 250 million
			<ul style="list-style-type: none"> 7 Marks are given if Average Annual Turnover in last 3 years over Rs 350 million
			<ul style="list-style-type: none"> 10 Marks are given f Average Annual Turnover in last 3 years over Rs 500 million
Total Marks Allowed		30	

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1.5.2 Experience

1.5.2.1 Experience for Projects Completed (Form A-2) will be evaluated on the basis of the following points:

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

Sr. No	Description	Maximum Points
I.	Projects of similar nature and complexity. Completed over last 10 years exceeding Rs. 300 million 05 marks each Sub Project	15
II.	Projects of similar nature and complexity in hand as above 02 marks each Sub Project.	10
III.	Experience of Work related to project but not basic part.	5
IV.	Status of enlistment with Government Organization and other agencies (One mark for each enlistment).	5
	Sub-Total:	35

1.5.3 Personnel

Credit Marks shall be awarded under this category using the following criteria:

Sr. No	Description	Maximum Points
I.	Graduate Engineers Registered with PEC a) Number of Engineers - 1 b) Experience of Engineers in number of years -10	6 3
II.	Number of Diploma Engineers in Employment of the Firm a) Number of Engineers-4 (3-Civil and 1-Electrical) b) Experience of Engineers in number of Years. -10	4 2
	Sub-Total:	15

Note: Undertaking on affidavit required

Personnel Capabilities:

Credit Marks shall be awarded on the basis of qualification and experience of staff; the following key experts shall be evaluated: Applicants may provide CVs of specialist staff from their associated firms along with proof of association in the form of an undertaking.

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Sr. No.	Description	Marks
i)	6 No. Graduate Engineers Registered with PEC and relevant experience in Employment of the Firm	9
ii)	5 No. Diploma Engineers with relevant experience in Employment of the Firm	6
Sub-total:		15

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S. No	Description	Marks Assigned	Criteria for Marks Obtained
B,Sc Engineers Registered with Pakistan Engineering Council (PEC)			
i)	Project Engineer BSc Civil Engineer	3	Minimum 20 years of relevant experience
ii)	Contract Engineer BSc Civil Engineering	2	Minimum 12 years of relevant experience
ii)	Mechanical Engineer BSc Mechanical Engineering	1	Minimum 12 years of relevant experience
iv)	HVAC Engineer BSc Mechanical Engineering	1	Minimum 07 years of relevant experience
v)	Electrical Engineer BSc Electrical Engineering	1	Minimum 07 years of relevant experience
vi)	Costing Engineer	1	Minimum 07 years of relevant experience
Sub-Total		9	
Associate Engineer (DAE)			Experience in Years
i)	Works Incharge	2	Minimum 20 years' in High Rise Buildings
ii)	Associate Engineer Civil	1	Minimum 10 years' in High Rise Building
iii)	Associate Engineer Mechanical	1	Minimum 10 years' in High Rise Building
iv)	Associate Engineer Electrical	1	Minimum 15 years' in High Rise Building
v)	Q/S Associate Engineer	1	Minimum 10 years' in High Rise Building
Sub-Total		6	
Total Marks		15	

1.5.4 Equipment Capabilities

Credit Marks shall be granted on the basic of the following criteria for various kind of equipment relevant for the Project:

Sr. #	Description	Qty	Marks Assigned
1	Total Station	01	02
2	Surveying equipment	01	02
3	Field Test Lab (FDT)	01	02

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4	Concrete mixture machine	01	02
5	Water Bowser	01	02
6	Tractor With Blade	01	02
7	Dumper	01	02
8	Excavator	01	02
9	Road Roller	01	02
10	Shattering	10,000 sft	02
Sub-Total:			20

Note: Undertaking on affidavit required

1.5.5 Litigation History (Form A-7)

The applicant should provide an affidavit showing accurate information of all litigation or arbitration resulting from contracts completed or under execution. A consistent history of more than one award against the applicant or any partner or a joint venture will result in rejection of the application.

2. Black Listing & Other Affidavits (Form A-8)

An affidavit / Undertaking is to be provided that the applicant currently not black listed by the government / semi government or any autonomous body.

The applicant should also provide an undertaking / affidavit on non-judicial **stamp paper** to the effect that all documents / particulars / information given with this pre-qualification document are true.

The applicant should also provide an affidavit to the effect that applicant has never indulged in corrupt, fraudulent or collusive practice for procuring contracts.

3. Joint Venture (JV)

The contractor can form a Joint Venture (JV) to strengthen their technical & financial capabilities. In case of JV all information regarding both partners shall be given in relevant forms. JV agreement should be attached for information. Marking for Joint Venture Firms will be Cumulative.

4. Conflict of Interest

The applicant must not be associated, nor have been associated in the past, with the consultant or any other entity that has prepared the design, specifications, and other post qualification and bidding documents for the project, or was proposed as Engineer for the contract. Any such association may result in disqualification of the applicant.

5. Other Factors

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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5.1 The Employer reserves the right to: -

- 5.1.1 Amend the scope and value of any contract(s) to be bid, in which event the bidder(s) will only bid who meet the requirements of the contract(s) as amended.
- 5.1.2 Reject or accept any or all applications as per PPRA rules.

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APPLICATION FORMS

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-1

Page __ of __ Pages

General Information

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or applicants who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Partnership/ Joint Venture.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Telex
5.	Place of Incorporation/Registration	Year incorporation/registration of

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-2

Page ___ of ___ Pages

General Experience Record

Name of Applicant or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past five years.

Use a separate sheet for each partner of a joint venture.

Annual Turnover (Construction only)		
Year	Turnover (In actual currency)	Equivalent Rupees in Millions.
1.		
2.		
3.		
4.		
5.		

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-3

Page ___ of ___ Pages

Joint Venture Summary

Names of all Partners of a Joint Venture	
1. Lead Partner	
2. Partner	
3. Partner	
4. Partner	
5. Partner	
6. Partner	

Total value of annual construction turnover, in terms of work billed to clients,

Annual Turnover Data (Construction only; Equivalent in Pak Rupees, Millions)						
Partner	Form A-2 Page No.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead Partner						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Partner						
Total:						

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-4

Page ___ of ___ Pages

Particular Experience Record

Name of Applicant or partner of a joint venture

To prequalify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the: Instructions to Applicants”.

On a separate page, using the format of Application Form A-5, each applicant or partner of a Joint Venture is required to list all contracts of a value equivalent to Pak Rs. - (User/Employer to provide the amount) million, of a similar nature and complexity to the contract for which the Applicant wishes to qualify, undertaken during the last five years¹. The information is to be summarized, using Application Form A-5, for each contract completed or under execution by the Applicant or by each partner of a Joint Venture.

Where the Applicant proposes to use named subcontractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the information in the afore-mentioned forms should also be supplied for each specialist subcontractor.

¹

Where applications are being invited for a number of contracts, suitable wording should be introduced, to allow applicants to apply for individual contracts or groups of contracts (slice and package contracts).

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-5

Page__ of __ Pages

Details of Contracts of Similar Nature and Complexity

Name of Applicant or partner of a joint venture

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency..... Currency..... Currency.....
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) ____ Years ____ Months
11.	Specified Requirements ¹

1

Insert any specific criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete etc.

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-6

Page ___ of ___ Pages

Summary Sheet: Current Contract Commitments/Works in Progress

Name of Applicant or partner of a joint venture

Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.		
2.		
3.		
4.		
5.		
6.		

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-7 Personnel Capabilities

Page__ of __ Pages

Name of Applicant

For specific positions essential to contract implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-8).

1.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
2.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
3.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
4.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-8

Page__ of __ Pages

Candidate Summary

Name of Applicant

Position		Candidate [Tick appropriate one] <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
Present employment	4. Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-9 Equipment Capabilities

Page ___ of ___ Pages

Name of Applicant

The Applicant shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the Instructions to Applicants. A separate Form shall be prepared for each item of equipment listed in para 3.2.4 of the Instructions to Applicants, or for alternative equipment proposed by the Applicant.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

Omit the following information if it is owned by the Applicant or partner.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreement	Details of rental/lease specific to the Project.	

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Application Form A-10 Financial Capability

Page ___ of ___ Pages

Name of Applicant or Partner of a Joint Venture

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each applicant or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous three years, based upon known commitments, projected assets and liabilities in pak Rupees equivalent for the next two years.

Financial information in Pak Rs. or equivalent	Actual: previous three year			Projected: next two years	
	1	2	3	4	5
1. Total assets					
2. Current assets					
3. Total liabilities					
4. Current liabilities					
5. Profits before taxes					
6. Profits after taxes					

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments (Instructions to Applicants, para 3.2.5).

Source of financing	Amount (Pak Rs. or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years (for individual applicant or each partner of joint venture).

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

 <p>Client: Sardar Bahadur Khan Women University Quetta</p>	 <p>Consultant: G3 Engineering Consultants (Pvt.) Ltd.</p>	<p>Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04</p>
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FORM OF BID AND APPENDICES TO BID

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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FB-1

FORM OF BID

Bid Reference No. _____

Name of Contract: _____

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices 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 Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
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.

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works. **FB-2**

8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 21_____

Signature: _____

in the capacity of _____ duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____
Name: _____

Address. _____

Occupation _____

Note: One (1) copy of power of attorney be attached to the bid submitted to the Employer if this Bid Form is executed by a person other than President, Partner or Owner of the Bidder's Company.

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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BA-1
Appendix-A to Bid:

SPECIAL STIPULATIONS

Clause
Conditions of Contract

1	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter of Acceptance.
2.	Time for Furnishing Program	14.1	Within 21 days from the date of receipt of Letter of Acceptance.
3	Bid Security	15.2	The bid security shall be 2% of the bid amount in the form of deposit at call only (CDR).
4	Minimum amount of Third-Party Insurance	23.2	Rs. 500,000 per occurrence with number of occurrences unlimited.
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice to Commence which shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	2.5 year (Without Slack Season) from the date of receipt of Engineer's Notice to Commence.
7.	a) Number of Liquidated Damages	47.1	Rs. 0.1% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	Not Applicable (NA)
8.	Defects Liability Period	49.1	365 Calendar days from the effective date of Taking Over Certificate.
9	Percentage of Retention Money	60.2	Percentage of Retention Money is 10% of the amount of Interim Payment Certificate which will be released after successful maintenance period/defects liability period.
10	Limit of Retention Money	60.2	10 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim Payment Certificates (Running Bills)	60.2	Rs 15 million
12	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	45 days
13	Mobilization Advance	60.11	Not Applicable
14	Escalation/Price Adjustment	70.0	As per Appendix-C
15	Secured Advance	-	Not Applicable

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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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 Unites (SI Units) and imperial units (FPS).

4. Rates and Prices

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

The rates, prices and amounts shall be entered against each item

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

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

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

*(Employer may modify as appropriate)

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums

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

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BB-1

Appendix-B to Bid:

FOREIGN CURRENCY REQUIREMENTS

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

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

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-C to Bid:

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

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

Price Adjustment Factor (P_n) is given by

$$P_n = A + c \frac{C_n}{C_o} + d \frac{D_n}{D_o} + e \frac{E_n}{E_o} + f \frac{F_n}{F_o} + h \frac{H_n}{H_o} + c \frac{C_n}{C_o}$$

Co-efficient Non adjustable = A = 0.35 cement = c, steel = d,

Hsd = e, Bricks = f, Labour = h

Co-efficient A + c + d + e + f + h, + = 1.00

(To be filled by the Employer)

Cost Element	Description	Weightages	Applicable index
1	2	3	4
(i)	Fixed Portion	0.350	
(ii)	Local Labour	0.15	Government of Pakistan (GP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin.
(iii)	Cement – in bags	0.11	“ “ “
(iv)	Reinforcing Steel	0.20	“ “ “
(v)	High Speed Diesel (HSD)	0.07	“ “ “
(vi)	Bricks	0.12	“ “ “
(vii)	Bitumen	---	“ “ “
(viii)			
	Total	1.000	

Notes:

- Indices for “(ii)” to “(vii)” are taken from the Government of Pakistan Federal Bureau of Statistics, Monthly Statistical Bulletin. The base cost indices or prices shall be those applying 28 days prior to the latest day for submission of bids. Current indices or prices shall be those applying 28 days prior to the last day of the billing period.
- Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.
- Fixed portion shown here is for typical building project, Employer to determine the weightage of Fixed Portion considering only those cost elements having cost impact of seven (7) percent or more on his specific project.

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Appendix-D to Bid:

BILL OF QUANTITIES

B. Work Items:

- The Bill of Quantities attached as Annex-A:

Bill No. 1 -
Bill No. 2 -
Bill No. 3 -
Bill No. 4 -
Bill No. 5 -



Day work Schedule Not Applicable
Summary Bill of Quantities

- Bidders shall price the Bill of Quantities in Pakistani Rupees only.

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid:

BILL OF QUANTITIES

Bill No. 1

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
Total for Bill No. 1 (Carried forward to Summary Page)						

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid:

BILL OF QUANTITIES

Bill No. 2

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
Total for Bill No. 2						
(Carried forward to Summary Page)						

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid:

BILL OF QUANTITIES

Bill No. 3

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
Total for Bill No. 3						
(Carried forward to Summary Page)						

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid:

BILL OF QUANTITIES

Bill No. 4

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	Rupees
1	2	3	4	5		6
Total for Bill No. 4						
(Carried forward to Summary Page)						

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid:

BILL OF QUANTITIES

Bill No. 5

Item	Description	Unit	Quantity	Rate		Amount
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
Total for Bill No. 5						
Carried forward to Summary Page)						

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid

BILL OF QUANTITIES

Daywork Schedule: NOT APPLICABLE

General

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

Daywork Labour

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

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Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

NOT APPLICABLE

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
<p style="text-align: center;">Sub Total</p> <p>Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Daywork Schedule _____</p> <p>Total for Daywork: Labour: _____</p> <p>(Carried forward to Daywork Summary)</p>						

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid

Daywork Material: NOT APPLICABLE

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
- the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - the cost of hauling materials used on work ordered to be carried out as Daywork from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

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Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

NOT APPLICABLE

II. Materials

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7

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Appendix-D to Bid

Daywork Constructional Plant: NOT APPLICABLE

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Daywork at the basic rental rates entered by him in the Schedule of Daywork Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Daywork Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Daywork and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Daywork shall be stated in Pakistani Rupees.

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Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

III. Constructional Plant: NOT APPLICABLE

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
	Total for Daywork: Constructional Plant _____ (Carried forward to Daywork Summary)					

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid

DAYWORK

Summary (Daywork): NOT APPLICABLE

	Amount (Rs.)
(I) Total for Daywork: Labour	_____
(II) Total for Daywork: Materials	_____
(III) Total for Daywork: Constructional Plant	_____
Total for Daywork (Carried forward to Summary Page of Bill of Quantities)	_____

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-D to Bid

BILL OF QUANTITIES

SUMMARY: NOT APPLICABLE

	Amount (Rs.)
<div> <div>Bill No. 1:</div> <div>Bill No. 2:</div> <div>Bill No. 3:</div> <div>Bill No. 4:</div> <div>Bill No. 5:</div> </div>	<div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>
Sub-Total of Bills	_____
Daywork	_____
Bid Price	_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-E to Bid:

PROPOSED CONSTRUCTION SCHEDULE

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

Description

Whole works

Time for Completion

2.5 years (Without Slack season)

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

Authorized Signature and Official Seal _____

Name: _____

Date: _____

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-F to Bid:

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pishin, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site and providing all services including but not limited to supply of power, water, maintenance of facilities, safety and security and all what is required for completion of works in accordance with the contract.
4. The bidder while preparing his methodology for performing and executing the works shall also consider the following:
 - a. The timely completion of project as per the time provided in appendix-A to this Bid.
 - b. Contractor while filling out the list of major equipment required at site, shall ensure that the equipment requirement is in consonance with the construction requirement.
 - c. The Contractor shall also elaborate the harnessing of additional resources in case of delay in completion/meeting the scheduled progress of work as per the approved program.

(Attach sheets as required for the specified form)

Authorized Signature and Official Seal _____

Name: _____

Date: _____

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-G to Bid:

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

Note:

The Bidder while preparing his methodology for performing and executing the works and listing out Major Equipment (required to complete the works in the specified time schedule) in this Appendix shall consider the above mentioned minimum requirement of construction equipment to be brought/installed erected at site.

Authorized Signature and Official Seal_____

Name:

Date:_____

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-G to Bid

LIST OF MAJOR EQUIPMENT

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

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-H to Bid:

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

1. Site Preparation (clearing, land preparation, etc.).
2. Provision of Services.
 - a) Power (expected power load, etc.).
 - b) Water (required amount and system proposed).
 - c) Sanitation (sewage disposal system, etc.).
3. Construction of Facilities
 - a) Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).
 - b) Warehouses and Storage Areas (area required, type of construction and layout).
 - c) Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).
4. Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).
5. Other Items Proposed (Security services, etc.).

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Appendix-I to Bid:

LIST OF SUBCONTRACTORS

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

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

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

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Appendix-J to Bid:

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	% Of Bid Price
(a)	
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
10 th Quarter and till completion of the Project	100%

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Authorized Signature and Official Seal _____

Name: _____

Date: _____

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-K to Bid:

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

Designation	Nos.	Minimum Qualification	Min. Relevant Working Experience
Project Manager	01	B.Sc. Civil Engr. With valid PEC Regd.	10 - years
Quantity Surveyor	01	Diploma in Civil	5 years
Site Supervisor	01	Diploma in Civil	5 years
Site Supervisor	01	Diploma in Civil	5 years
QA/QC Supervisor	01	Diploma in Civil	5 years

*Any other staff as per site requirements

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

Authorized Signature and Official Seal_____

Name:

Date: _____

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-L to Bid: (INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

[Seal]

Signature:

[Seal]

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Appendix-M to Bid:

LIST OF APPROVED MANUFACTURERS

(The manufacturer references provided here below are indicative of minimum quality and specifications required for such materials. Any other manufacturer items having at least the same quality and specifications are acceptable subject to the approval of the Employer/Engineer).

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. *The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturers to the Engineer who shall then decide and send his recommendations for final selection by Employer.*

Where the item involves any finishes such as paints, external coating, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer and Employer.

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

S.N O.	ITEM	SOURCE / MANUFACTURER
1	Crushed Stone Aggregate	Source as approved by the Engineer / Employer.
2	Reinforcement Steel	Fazal, Karachi, AFKO, Ittehad, Pak Steel, RK Steel
3	Sand	Source as approved by the Engineer / Employer.
4	Cement	Best-way, Fecto, Pak-Cem, Fauji.
5	G.I. Pipes	IIL, Jamal.
6	G.I. Pipes (Specials)	Chinese (Imported)
7	Anti termite	Termikil, Frontline, Chloroplus
8	Bituminous Felt	HYgrip, Delta shield company
9	Water Proofing Agent and Admixture	FEB, SIKA, PAGEL, FOSROC
10	Aluminum	ALCOP, Chawla, Prime, Pakistan Cable,
11	Paint	ICI, Nippon ,Berger
12	Ceramic Tile	Master, Emco, Stile, Sonex, Imported China
13	PVC Pipe and Fitting	DADEX, Beta, Shavyl, Galco
14	Door Lock/Door Closer /Floor Hinge Machines	Yale, Dortec, New star, Triple Five or Equivalent

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Appendix-M to Bid:

S.No	EQUIPMENT/MATERIAL		MANUFACTURER/SUPPLIER
1	Low Tension Distribution, Boards & Control panels	a b c	M/s Electrech (Pvt) Ltd M/s Electro Mech. Engg. Services M/s PAK ELEKTRON Ltd. (PEL)
2.	Moulded case circuit breakers TP 500 V (MCCB)	a b c d e f	TERASAKI (Japan) Legrand (Italy) Fuji (Japan) M.G (France) ABB, Hager
3	Low tension single core and multi core cables	a b c	Pakistan Cables NEW AGE Cables GM Cables
4	Switch fittings and accessories	a b c d e	Legrand (France) Clipsal Schneider ABB Bosch
5	Fans (Ceiling, Bracket, Exhaust)	a b c d	Millat Karachi Pak Fan, Gujrat Royal Fan, Gujrat Asia
6	Light Fixture	a b c	Phillips Sun Light Pakistan Pierlite

Authorized Signature and Official Seal _____

Name: _____

Date: _____

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FORMS

BID SECURITY

PERFORMANCE SECURITY

CONTRACT AGREEMENT

MOBILIZATION ADVANCE GUARANTEE/BOND

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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BID SECURITY (Bank Guarantee)

Security Executed on

(Date)

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

Name of Principal (Bidder) with Address

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

Bid Reference No. _____

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

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified thereof, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void

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and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY (Bank)

WITNESS:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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FORM OF PERFORMANCE SECURITY Bank Guarantee / Bond

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

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

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

Name, Title & Address

Guarantor (Bank)

Signature _____

Name _____

Title _____

Corporate Guarantor (Seal)

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement witnessed as follows:

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

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

	Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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MOBILIZATION ADVANCE GUARANTEE/BOND
(Not Applicable)

Guarantee No. _____ Date _____

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

(Particulars of Contract)

with _____ (hereinafter called the "Contractor").

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

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

AND WHEREAS, _____
(Scheduled Bank in Pakistan or Insurance Company acceptable to the Employer)

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

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

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

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

(Date)

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

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

GUARANTOR

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

WITNESS

 <p>Client: Sardar Bahadur Khan Women University Quetta</p>	 <p>Consultant: G3 Engineering Consultants (Pvt.) Ltd.</p>	<p>Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04</p>
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1. _____

Corporate Secretary (Seal)

2. _____

 <p>Client: Sardar Bahadur Khan Women University Quetta</p>	 <p>Consultant: G3 Engineering Consultants (Pvt.) Ltd.</p>	<p>Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04</p>
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Part – I: General Conditions of Contract

 Client: Sardar Bahadur Khan Women University Quetta	 Consultant: G3 Engineering Consultants (Pvt.) Ltd.	Project: Construction of External Development Works at SBK Sub Campus Pishin Package No. 04
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Part I

General Conditions of Contract

The General Condition of the Contract (Part-I) shall be based on FIDIC "Condition of Contract for works of Civil Construction, Part-I General Conditions" Fourth Edition (1987) Reprinted in 1988, with editorial amendments, Reprinted in 1992 with further amendments. These Condition of Contract are published by the "FEDERATION OF INTERNATIONALE DES INGENIEURS-CONSEILS" (FIDIC) Secretariat, P.O. Box 86, 1000 Lausanne 12, Switzerland, e-mail: fidic.pub@fidic.org-FIDIC.org/bookshop.

The prospective bidders are required to obtain a copy of the above-mentioned Conditions of Contract directly from Head office of FIDIC, on the address indicated above against payment of their usual charges. However, a copy of the aforesaid FIDIC Conditions of Contract is available in the office of M/s G3 Engineering Consultants (Pvt) limited, 57-M, Gulberg III, Lahore, Pakistan, Ph: 042-35441641-3. Which can be seen on any working day during office hours if so desired of ready references.

The success bidders after the award of Work shall have to provide two (02) copies of the FIDIC Conditions of Contract for work of civil construction, one in original obtained from the publishers for incorporation of the same in the Contract Agreement of the work.

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Part – II:

Particular Conditions of Contract

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PART II - PARTICULAR CONDITIONS OF CONTRACT (PCC)

(Mandatory Provisions not to be Amended / Substituted except as instructed by PEC)

1.1 Definitions

- (a) (i) The Employer is Project Director sub campus Pishin & Khuzdar.

“Employer’s Representative” means the person appointed by and be responsible to the Employer and shall carry out such duties and exercise such authority as may be delegated to him by the Employer.

The Employer may from time-to-time delegate the Employer’s representative any of the duties and authorities vested in the Employer and he may at any time revoke such delegation.

Any communication given by the Employer’s Representative to the Engineer and the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Employer.

- (a) (ii) Add the following text at the end:

“And who is duly registered with Pakistan Engineering Council in the appropriate category possessing valid registration.”

- (a) (iv) The Engineer is G3 Engineering Consultant Pvt. Ltd, 57 M Gulberg 3 Lahore. Or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

- (a)(vi) “Bidder or Tenderer” means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.

- (b)(ii) Works will be executed according to specifications mentioned in Composite Schedule of Rates (CSR-2018) of Government of Balochistan.

- (b)(v) The following is added at the end of the paragraph:

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

The following paragraph is added:

Add the following paragraph:

- (b)(viii) Amend Part I to read as under:

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“Appendices to Tender” means Appendices A through M annexed to the Tender and forming part thereof.

Throughout Part I, the term ‘Appendix to tender’ wherever appears in the text shall be replaced by the term “Appendices to Tender”.

The following paragraph is added:

(b)(ix) “Programme” means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

(c)(i)&41.1 The start date shall be within 14 (fourteen) days of signing of Contract.

(c)(ii) &43.1 The completion date for whole of the works shall be 12 Months from the date of commencement excluding slack period (If Any)

(e)(i) The text is deleted and substituted with the following:

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

Add the following expression:

(f)(vii) “Project” Construction of SBK Women University Pishin, Baluchistan.

Package No – 04.

2.1 Engineer's Duties and Authority

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

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

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1 “Subcontracting”.
- (ii) Any action under Clause 6.4.
- (iii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”.
- (iv) Any action under Clause 10 “Performance Security” and Clauses 21, 23, 24 & 25 “Insurance” of sorts.
- (v) Any action under Clause 27 “Fossil”.

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- (vi) Any action under Clause 40 “Suspension”.
- (vii) Any action under Clause 42.2.
- (viii) Any action under Clause 44 “Extension of Time for Completion”.
- (ix) Any action under Clause 47.1
- (x) Issuance of “Taking-Over Certificate” under Clause 48.
- (xi) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
- (xii) Fixing rates or prices under Clause 52.
- (xiii) Extra payment as a result of Contractor’s claims under Clause 53.
- (xiv) Release of Retention Money to the Contractor under Sub-Clause 60.3 “Payment of Retention Money”.
- (xv) Issuance of “Final Payment Certificate” under Sub-Clause 60.8.
- (xvi) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1.
- (xvii) Valuation at date of termination under clause 62.3 & 63.2
- (xviii) Certifying additional payment under Sub-Clauses 65.3 & 65.5.
- (xix) Release from performance under the law under Sub-Clause 66.1.
- (xx) Any action under Clause 69.

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

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accordance with Clause 52 and shall notify the Contractor accordingly, with a to the Employer.)

2.2 Engineer's Representative

The following paragraph is added:

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

The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

The following Sub-Clauses 4.3 and 4.4 are added:

4.3 Approval of Sub-Contractors List

"Where a list of sub-contractors is provided by the Contractor under appendix I to bid, the sub-contractors in that list shall be subject to the prior approval of the employer and acceptance of bid does not imply approval of sub-Contractor's list. The extent and nature of works to be subcontracted shall be subject to the approval of the employer.

The contractors are permitted to employ sub-Contractor not more than the amount of work of their contract work as mentioned in Appendix A to Bid. In case of violation of this rule, punitive action not excluding termination of the contract is

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liable to be taken against the defaulters.

4.4 Inter disputes of Contractor and Sub-Contractor (s)

In the event a dispute of whatever arises between the Contractor and his Sub-Contractor, the Contractor shall indemnify the Employer and the Engineer against such inter-disputes, resulting litigations and shall not nominate the Employer or The Engineer as “Respondents” or “Witnesses” in the Court of Law in the process of these litigations.

Affidavits to this effect shall be submitted by all the Sub-Contractors through the Contractor as a pre-requisite for approval of a Sub-Contractor under Clause 4.3 as per Appendix I.

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

- (1) The Contract Agreement (If completed)
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions of Contract – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The Specifications. (MRS & other for non-MRS items)
- (9) The completed Appendices to Bid (B, C, E to M);
- (10) The Drawings;
- (11) Any other documents forming the Contract, Addendum if any.

In case of discrepancies between drawings, those of larger scale shall govern they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these

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Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

Within 14 days of issuance of taking over certificate for whole of the Works, the Contractor shall furnish to the Engineer for his approval 2 copies of marked up drawings. One (01) copy each of marked up drawing approved by the Engineer shall be returned to the Contractor and these shall be used for preparation of As Built Drawings by the Contractor. The Contractor shall furnish to the Engineer 2 copies and one reproducible of all drawings amended to conform to the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

10.1 Performance Security

The text is deleted and substituted with the following:

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 14 days after the receipt of the Letter of Acceptance. The Performance Security shall be of an amount equal to 10% of the Contract Price stated in the Letter of Acceptance. Such Security shall, at the option of the bidder, be in the form of either (a) bank guarantee from any Scheduled Bank in Pakistan or (b) bank guarantee from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) any Insurance Company having at least AA rating from PACRA/JCR.

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

The following Sub-Clause 10.4 is added:

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantities

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or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

14.1 Programme to be submitted

The programme shall be submitted within 14 days from the date of receipt of Letter of Acceptance, which shall be in the form of a Bar Chart/CPM/PERT or Primavera identifying the critical path/activities for individual building as well as for overall Project.

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 21 days from the date of receipt of Letter of Acceptance as specified in Appendix-A to Bid and shall be revised each time the construction program is revised and submitted under either Sub Clause 14.1 or Sub Clause-14.2.

The following Sub-Clause 14.5 is added:

14.5 Detailed Programme and Monthly Progress Report

- a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed programme for the following:
 - (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Local Material Procurement;
 - (4) Material Imports, if any; and
 - (5) Other details as required by the Engineer.
- (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 5 copies each of Monthly Progress Reports covering:
 - (1) A Construction Schedule indicating the monthly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) Monthly summary of daily job record;
 - (5) Photographs to illustrate progress; and

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- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

The submission of progress report shall be condition precedent to the certification

- Taken before and after construction of work and to illustrate a problem or when a new activity to be started.
 - All prints be marked on back, indicating the job, features and date.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

The following Sub-Clauses 15.2 and 15.3 are added:

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

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

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

16.4 Employment of Local Personnel

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

The following Sub-Clauses 19.3 and 19.4 are added:

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

- (a) insofar as they directly affect the execution of the Works in Pakistan:
 - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
 - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
 - (v) Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (b) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;

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- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen, or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - (b) insure against.

21.1 Insurance of Works and Contractor's Equipment

- (i) In the first line of Sub-Clause 21.1 add "prior to commencement of the works" after "the Contractor shall", and add "in the joint names" after "insure" in second line.
- (ii) After paragraph (c), add new paragraphs (d), (e) and (f) as follows: -
 - d. It shall be the responsibility of the Contractor to notify the insurer of any changes in nature and extent of the work and to ensure the adequacy of the insurance with the provisions of this clause.
 - e. Such insurance shall provide for compensation to be payable in the types and proportions of currencies needed to cover the loss or damage incurred.
 - f. Work man insurance to cover medical / hospitalization charges, travel and full accident expenses cover for Contractor's employees on the project.

Add the following para (d) at the end:

Automobile liability insurance of all licensed vehicles owned and operated on the Contract for a sum sufficient to provide their replacement at the Site.

21.4 Exclusions

The text is deleted and substituted with the following:

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

21.5 Insurance of Work during Defect Liability Period

- a. The Contractor shall, without limiting his or the employer's obligations and responsibilities under clause 20, insure:
 - (i) The works, to the full replacement cost.
 - (ii) An additional sum of 15% of such replacement cost.

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- b. The insurance in paragraph (a) above shall be in the joint names of the Contractor and the employer and shall cover: -
 - (i) The employer and the Contractor shall against all the loss or damage from whatsoever cause arising with the following exclusions provided in Sub-Clause 21.4.
 - Wear and tear, gradual deterioration, expansion or contraction due to changes of temperature.
 - (ii) Such insurance shall commence from effective date of substantial completion of the works. The insurance shall expire on the expiration of the defect liability period.
- c. The item rates shall be deemed to have included all such obligations required under this Sub-Clause and no separate payment shall be made to the Contractor for such insurance.

25.2 Adequacy of Insurance

Add the following at the end of the Sub-Clause:

- a. The deductible is Nil.
- b. The minimum cover for insurance for loss of or damage to any ____ (other than the works) shall be Rs. 500,000/- per occurrence with number of occurrence unlimited.
- c. The minimum cover for personal injury or death insurance for Contractor's Employees or other people is Rs. 500,000/- per person, as per applicable laws of Pakistan.

The following Sub-Clause 25.5 is added:

25.5 Insurance Company

The Contractor shall be obliged to place all insurances relating to the Contract (including, but not limited to, the insurances referred to in Clauses 21, 23 and 24) with an insurance company having at least AA rating from PACRA/JCR or acceptable to the Employer.

Costs of such insurances shall be borne by the Contractor.

27.1 Fossils

Add “/or” in the end of the text appearing under (a) after the word “and”.

Add “determined under Sub Clause 53.5” after the words “Contract price” appearing in the end of text under (b).

The following Sub-Clause 31.3 is added:

31.3 Co-operation with other Contractors

During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also

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shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other contractors.

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Subcontractors

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

34.13 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance occasioned by the same. The Contractor shall provide his staff and labour with suitable prophylactics for the prevention of malaria and take steps to prevent the formation of stagnant pools of water. He shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the site.

34.14 Supply of Foodstuffs

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The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for all his staff and labour, or his Sub-contractors, for the purposes of or in connection with the contract.

34.15 First Aid Facilities

The Contractor shall provide and maintain adequate First Aid Facilities convenient to the site and as approved by the Engineer.

The following Sub-Clauses 35.2 and 35.3 are added:

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

45.2 Overtime Working

Working hours shall be observed by the Contractor as stipulated in the Labour Laws of Pakistan. However, when deemed necessary to expedite the works, overtime, night time or holiday working may be allowed by the Engineer upon the Contractor's request. The Contractor in these cases shall pay all the costs of Engineer and his staff for such overtime, night time and holiday working at site. This covers overtime to be performed for any reason by the Contractor.

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The following Sub Clause 47.1, Sub-Clause 47.3, Sub Clause 47.4, and Clause 47.5 are added:

47.1 Liquidated Damages

In the fifth line of Sub-clause delete the words “and not as penalty”

Add the following paragraph at the end of Sub-Clause

The rate of liquidated damages shall be that as specified in Appendix-A to Bid (The Liquidated Damages for delay is at the rate of 0.1 Percent per day up to maximum of Ten (10) Percent of Contract Price.

“In addition to the Liquidated Damages, all the cost / expenses related to the supervision of the works by the Project Consultants covering salaries of the Engineer and all of his Site Supervision staff including all the benefits, providing, running and maintenance of all the Engineer’s Facilities up to the issuance of the Taking Over Certificate by the employer, shall be borne by the Contractor. All the above cost / expenses will not be reimburse / paid to the Contractor beyond the approved completion period of the works”

47.3 Bonus for Early Completion of Works

Delete the Clause entirely.

47.3 Interim Liquidated Damages

Contractor’s works programme submitted under clause 14.1 of General Conditions of Contract and Conditions of Particular Applications shall be considered part of the Contract Agreement. If the Contractor’s progress is not as per approved programme of works, the Contractor shall be liable for Interim Liquidated Damages (ILD) at the rate as specified in Appendix-A to Bid and this shall be refunded if the progress again matches the approved programme of works during the currency of the works. For the purpose of this Sub-Clause, the assessment of progress of the works shall be performed at the regular intervals of the days as specified in Appendix-A to Bid.

The amount of interim liquidated damages deducted by the employer from the payment of the Contractor and refunded shall be taken into consideration while determining the liquidated damages for the whole of the works under Clause 47.1 and 47.2 of COC Part-1.

If the progress of the works is observed to be behind approved programme of the works against three (03) consecutive intervals then the Employer may invoke clause 63.1 (Default of Contractor) of COC Part-1.

47.4 Advance Liquidated Damages

Clause-14 Programme shall be considered part of the Contract Agreement

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Assessment of progress of works shall be performed at intervals specified in Appendix-A to Bid from the commencement date. If the Contractor's programme is not as per approved schedule of works for the consecutive three intervals, the Contractor shall be liable for advance liquidated damages at the same rate as liquidated damages which may be refunded if the progress again matches the approved works schedule any time during the currency of the works.

The amount of advance liquidated damages deducted by the employer from the invoices of the Contractor and not refunded, under the Sub-clause shall be taken into consideration while determining the Contractor's liability under clause 47.1 and 47.2.

If the work is observed to be behind approved schedule in the four consecutive intervals specified in Appendix-A to Bid then the employer may invoke Sub-Clause 63.1.

The following Sub-Clause is added.

If the Contractor is found to behind approved construction progress for more than 2 quarters consistently, an Advance Liquidated Damage shall be deducted @ 0.025% per day delay up to a maximum of 5% of Contract Price stated in the letter of Acceptance. In case the Contractor makes up the progress as per approved schedule, this Advance Liquidated damage shall be reimbursed.

48.2 Taking Over of Sections or Parts

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

Add Sub Clause 49.5 and Sub-Clause 49.6 as under:

49.5 Maintenance & Defects Liability Period

The defects liability period for the works as provided in sub-clause 49.1 shall be (365) days (or otherwise as specified in Appendix-A to Bid) from the date of completion of the works certified by the engineer in the taking over certificate. The Contractor shall be responsible to make rectification of the items on the punch list issued by the engineer and as otherwise required under the contract without any cost to the employer within this period.

Maintenance shall mean the process of sustaining the level of physical quality of the project as per originally established criteria, usually involving a programme of inspection, clearing and repair activities by the Contractor at his own cost.

Maintenance period shall be one (01) year from the date of completion of the work certified by the Engineer and by issuance of completion certificate.

49.6 Extension of Defects Liability Period

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The defects liability period for the works shall be extended by a period equal to the period during which the works cannot be used by reason of defects or damages. If only part of the works is affected, the defects liability period shall be extended only for that part. In neither case shall the defects liability period extend beyond two (02) years.

51.2 Instructions for Variations

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

52.1 Valuation of Variations

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

Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later. All valuation shall be valued at the rates and prices set out in the contract, if in the opinion of the Engineer, the same be applicable or can be derived from it with suitable adjustment. The next option for this shall be to use Market Rate System, Government of Punjab, if applicable, failing which, after due consultation, by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor based on detailed rate analysis. The material and labour component shall be clearly indicated in the analysis with market rates, etc. The components of overheads, profit, taxes, etc. shall be 20% of the said cost of material, labour, etc.

Add Sub Clause-52.4 as under:

52.4 Omission of Quantities

Items of the works described in the Bill of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

59. Nominated Subcontractors

Delete Clause 59 in its entirety.

The Sub-Clauses 59.4 & 59.5 are replaced by the following:

59.4 Payments to Nominated Subcontractors

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

59.5 Certification of Payments & Nominated Subcontractors

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

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

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

60.1 Monthly Statements

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

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

In Para (c) the words "the Appendix to Tender" are deleted and substituted with

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words “Sub-Cause 60.11 (a)(6) hereof”.

(In case Clause 60.11 is applicable)

Add the following para after (e)

(f). The Monthly statement shall include payment due to Price Adjustment (as per Clause-70.1), and the statement shall be considered incomplete if Price Adjustment is not part of the statement and will not be processed.

60.2 Monthly Payments

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

60.8 Final Payment Certificate

Delete the words “other than pursuant to Clause 47” from Para (b) line 2 and 3.

Add the following para at the end of this sub – clause.

The Contractor shall also submit the following documents with his final statement to the Engineer:

a. An affidavit by the Contractor that the works have been executed according to approved specifications, drawings, designs and standard and have not concealed defects known to him.

60.10 Time for Payment

The text is deleted and substituted with the following:

The amount due to the Contractor under any Interim Payment Certificate (IPC) issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 45 days after such Interim Payment Certificate has been jointly verified by Engineer, Employer and Contractor subject to the Clearance of the IPC from audit Department of University, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Engineer, Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 56 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall not pay financial compensation to the Contractor. The provisions of this Sub-Clause are without prejudice to the Contractor’s entitlement under Clause 69.

60.11 Secured Advance on Materials

The following Sub-Clause 60.11 is added:

- (a) An interest-free Mobilization Advance up to 10% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor in two equal parts or otherwise upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan

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acceptable to the Employer:

- (1) First part within 14 days after signing of the Contract Agreement or date of receipt of Engineer's Notice to Commence, whichever is earlier; and
- (2) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of the following:
 - i. Delivery at site of minimum mandatory equipment as per requirements of Appendix G to Bid and the deployment of minimum mandatory staff as per the requirements of Appendix K to Bid;
 - ii. Having completed his Contractual obligations towards erecting and providing facilities at site (facilities for the Employer / Engineer, such as site office etc. and his own facilities such as Contractor's camp, storage yard, etc.), and
 - iii. Having completed at least 5% of permanent works (to be assessed by the Engineer).
- (b) This Advance shall be recovered in equal five (05) installments in running bill; as per Clause 43 hereof.

The Bank Guarantee shall be released after complete recovery of the advance payment.

60.12 Financial Assistance to Contractor

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials as are brought at the Site and are directed by the Engineer, but not yet incorporated in the Permanent Works provided that:
 1. The materials are in accordance with the Specifications for the Permanent Works;
 2. Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;
 3. The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

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4. The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
5. Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
6. The sum payable for such materials on Site shall not exceed 75 % of the
 - (i) landed cost of imported materials, or
 - (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or
 - (iii) market price of other materials.
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

63.1 Default of Contractor

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

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

Add Sub Clause 63.5 & 63.6.

63.5 Failure in Mobilization

Notwithstanding anything contained herein, failure of the Contractor to mobilize at the site in accordance with Program of work shall lead to discharge of both the parties from further performance except as to the Employer's right under this Clause to encase the full amount of the Bank Guarantee for Mobilization Advance and Performance Security together with utilization of Insurance Policies furnished by the Contractor in respect of the Contract as compensation against damages incurred upon the Employer due to such failure of the Contractor to mobilize at the site. The Employer shall have the further right of debarring the Contractor from participation in future works in, SBK Women University Pishin or to recommend Pakistan Engineering council for black listing as per PEC Bylaws. The application

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or otherwise of this sub-Clause shall be at the discretion of the employer and in case of its application sub clause 63.2, 63.3 and 63.4 shall not apply.

63.6 Corrupt and Fraudulent Practices

If in the judgment of the Employer the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after having fourteen (14) days' notices to the Contractor, terminate the Contractor's employment under the Contract and expel him from the site, and the provision of clause 63 shall apply as if such expulsion had been made sub-clause 63.1 of General Conditions of Contract Part-I.

For the purpose of this sub-clause:

"Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the Contract execution.

"Fraudulent practices" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submissions) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition".

65.2 Special Risks

The text is deleted and substituted with the following:

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

67.3 Arbitration

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

"Shall be finally settled under the provisions of the Arbitration Act, 1940 and Works Rules of SBK women university Quetta as amended or any statutory modification or re-enactment thereof for the time being in force."

The following paragraph is added:

The place of arbitration shall be Quetta, Baluchistan.

68.1 Notice to Contractor

The following paragraph is added:

For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt

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of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.

68.2 Notice to Employer and Engineer

For the purposes of this Sub-Clause, the respective address is:

a) The Employer:

Project Director (Sub-Campus Pishin & Khuzdar)
Technical & Engineering Department.
SBK Women University Quetta.
Ph# (081) 9213416

b) The Engineer:

G3 Engineering Consultants Pvt Ltd.
57 M Gulberg-III
Lahore, Pakistan
Ph: 92-4235441641-3,
Fax: 92-4235441645

69.1 Default of the Employer

- In second line substitute “28 days” for “45 days”.
- Delete paragraph (b) and substitute the following:
“Interfering with or obstructing or refusing any required approval to the issue of any such certificate, except that the acts of the Employer set out in Clause 2 hereof shall not be construed as such interference, obstruction or refusal, or”.
- Delete paragraph (c) and renumber paragraph (d) as (c).
- Last line: substitute “14 days” with 28 days”.

or any Person/firm/authority if nominated from time to time by the Employer.

70.1 Changes in Cost and Legislation

Sub-Clause 70.1 & 70.2 in its entirety is applicable. As such price variation-adjustment is applicable.

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

73.1 Payment of Income Tax

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

73.2 Customs Duty & Taxes

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The Contractor shall pay all customs duty & taxes payable by him under the Contract. Such duties and taxes shall be deemed included in the rates & prices in the Bill of Quantities.

74.1 Integrity Pact

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

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

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

75.1 Termination of Contract for Employer's Convenience

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

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

76.1 Liability of Contractor

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

77.1 Joint and Several Liabilities

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

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78.1 Details to be Confidential

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

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PART-III SPECIAL PROVISIONS

Clause	Title
SP - 1	General
SP - 2	Description of Project, Works Involved and Site
SP - 3	Documents not to be Altered or Mutilated
SP - 4	Personal Liability of Public Officials
SP - 5	Codes, Standards and Certificates <ul style="list-style-type: none"> A. Applicable Standards B. Standards other than those Specified
SP - 6	Utility Lines
SP - 7	Making Good Damage to Services, Earthwork, etc.
SP - 8	Manufacturer's Recommendations
SP - 9	Units of Measurements
SP - 10	Plant, Equipment and Tools
SP - 11	Storage & Handling Facilities
SP - 12	Technical Staff of the Contractor
SP - 13	Field Laboratory and Testing <ul style="list-style-type: none"> 13.1 Testing Laboratory Certificates 13.2 Method of Payment
SP - 14	Surveying Instruments
SP - 15	Approval of Materials and Plant <ul style="list-style-type: none"> 15.1 Quality of Materials 15.2 Submission of Samples and Data 15.3 Inspection 15.4 Approved Sample at Site
SP - 16	Supply of Cement, Other Materials
SP - 17	Borrow Areas
SP - 18	Bar Bending Schedule
SP - 19	Drawings <ul style="list-style-type: none"> 19.1 Bid Drawings 19.2 Construction Drawings, Supplementary Drawings 19.3 Copies of Drawings <ul style="list-style-type: none"> 19.3.1 Bid Drawings (at Construction stage)

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- 19.3.2 As-Built Drawings
- SP - 20 Protection of the Works
- SP - 21 Site Office and Temporary Facilities to be Provided by the Contractor
 - 21.1 Contractor's Office, Facilities Etc.
 - 21.2 Sign Board
 - 21.3 Site Office for Employer, Engineer and Engineer's Staff
 - 21.4 Medical Care
 - 21.5 Other Facilities
- SP - 22 Other Facilities for Employer's/Engineer's Personnel to be Provided by the Contractor
- SP - 23 Arrangement of Vehicle for Employer's Visit
- SP - 24 Notification to Engineer
- SP - 25 Progress Report / Project Tracking Report with respect to Project Schedule
- SP - 26 Progress Photographs
- SP - 27 Night Work
- SP - 28 Co-Ordination with other Contractors
- SP - 29 Accident Prevention, Safety Measures and Protective Equipment
- SP - 30 Setting Out of Work and Survey
 - 30.1 Reference Points, Lines
 - 30.2 Verification
- SP - 31 Environmental Protection & Environmental Mitigation Measures
- SP - 32 Employment of local personnel
- SP - 33 Payment of Work

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SPECIAL PROVISIONS

SP-1 GENERAL

1.1 Specifications – Special Provisions shall form an integral part of Bidding & Contract documents.

1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions.

SP-2 DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

Contract No. _____.

The Employer intends to construct the following:

S. No. Name of Site SBK Women University Sub-Campus Pishin.

1. **“Construction of External Development Works (Package No- 4 Road Work ,Water Distribution System ,Sewerage System, 0.5 Cusec Tubewell, Electrical Works, Boundary Wall, Main Gate, Reception Office & Security Huts)”**

The works comprise Civil, Plumbing, Electrical and related Ancillary Works lying within the lines, boundaries and limits shown on the Drawings and any such additional areas adjacent thereto as may be designated by the Engineer from time to time for the construction to be performed under the Contract, and all such areas and additional areas shall be comprised in the Site.

SP-3 Documents not to be Altered or Mutilated

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

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

SP-4 Personal Liability of Public Officials

In carrying out any of the provisions of these Specifications, or in exercising any power of authority granted to them by or within the scope of the Contract, there shall be no liability upon the Employer or his authorized representatives either personally

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as officials of the Government, it being understood that in all matters they act solely agents and representatives of the Government.

No member or officer of the Government or the Employer or the Employer's representative or any one of their respective staffs or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

SP-5 CODES, STANDARDS AND CERTIFICATES

A. Applicable Standards

Except as otherwise provided by these Specifications or the Drawings, all materials, equipment and fabrication and testing thereof shall conform to the latest applicable standards and codes referred in the Specifications by use of the abbreviations explained:

ACI	-	American Concrete Institute (USA)
AISI	-	American Iron and Steel Institute (USA)
AISC	-	American Institute of Steel Construction (USA)
ANSI	-	American National Standard Institute (USA)
ASTM	-	American Society for Testing and Materials (USA)
AASHTO	-	American Association of State Highway & Transportation Officials.
AWS	-	American Welding Society (USA)
BS	-	British Standards (UK)
CP	-	Codes of Practice (UK)
PS	-	Pakistan Standards (Pak)
SSPC	-	Steel Structures Painting Council (USA)
UBC	-	Uniform Building Code (USA)
USBR	-	United States Bureau of Reclamation (USA)

If the Contractor, at any time and for any reason, wishes to deviate from the above standards or desires to use material or equipment not covered by the above standards, he shall state the exact nature of the changes, the reason for making the change and shall submit complete specifications of the materials and equipment to the Engineer for approval.

B. Standards other than those Specified

Where requirements for materials or equipment are specified by reference to a standard which has its origin in one country, it is not the intention to restrict the requirements solely to that standard and that country. Other standards, including standards of other countries, will be accepted provided the requirements thereof, in the sole opinion of the Engineer, are at least equal to the requirements of the standard specified. The Contractor may propose to the Engineer an equivalent standard other than that specified, in which case he shall submit the proposed standard and all other information required and submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the

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English language.

SP-6 Utility Lines

The Contractor shall conduct his operations, make necessary arrangements, take suitable precautions and perform all required work incident to the protection of and avoidance of interference with power transmission, telegraph, telephone and natural gas lines, oil lines water and sewerage mains and other utilities within the areas of his operations in connection with this Contract and the cost thereof shall be borne by the Contractor and the Contractor shall save harmless and indemnify the Employer in respect of all claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in relation to any such interference.

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

SP-7 Making Good Damage to Services, Earthwork, etc.

The Contractor shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes except where the Authority, Employer or Private Party owing or responsible for the same elects to make good the damage.

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

SP-8 MANUFACTURER'S RECOMMENDATIONS

Installation of manufactured items shall be in accordance with procedures recommended by the manufacturer or as approved by the Engineer.

SP-9 UNITS OF MEASUREMENTS

Both FPS and MKS System of Units shall be used throughout the Project, as mentioned.

SP-10 PLANT, EQUIPMENT AND TOOLS

The Contractor shall provide at his cost modern plant, equipment and tools, adequate and befitting to the nature, magnitude and size of this Contract, in strict compliance with the requirements of the General Conditions of Contract, Conditions of Particular Applications and Technical Specifications.

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SP-11 STORAGE & HANDLING FACILITIES

The Contractor shall make his own arrangements for providing the necessary space for the storage of plant, equipment and materials and for Contractor's temporary office, in and around the site of works, during the currency of the Contract.

SP-12 TECHNICAL STAFF OF THE CONTRACTOR

The Contractor shall appoint regular whole time the minimum technical staff for the supervision of works as agreed by the Engineer for the proper execution of the works.

Sr. #	Professional	Numbers	Minimum Qualification	Minimum Experienc
1.	Site Engineer	01	B.Sc. Civil Engg / B-Tech Hons	20
2.	Construction Supervisor	01	Diploma in Civil Tech.	20
3.	Quantity Surveyor	01	Diploma in Quantity Surveying	10

The said staff shall full time be present at the site of works.

In case off failure of the contractor to appoint the technical staff, the Employer has the authority to appoint the said staff and adjust their salary from the payment which may become due on account of work done.

SP-13 FIELD LABORATORY AND TESTING

13.1 Testing Laboratory Certificates

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

13.2 Method of Payment

The cost of testing charges for materials and all other tests to be performed in any other laboratory designated by the Engineer shall be deemed to be included in the price quoted by the Contractor and no separate claim for payment on this account shall be entertained by the Engineer. Furthermore, the cost of any additional laboratory, field and shop tests required through the resubmission of samples because of failure of compliance with Specifications shall be borne by the Contractor.

In case the Contractor does not provide test certificate, cost of testing plus 100 percent overheads shall be recovered from his bills.

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SP-14 SURVEYING INSTRUMENTS

The Contractor shall keep and maintain the survey equipment on site as per site requirements.

SP-15 APPROVAL OF MATERIALS AND PLANT

15.1 Quality of Materials

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

15.2 Submission of Samples and Data

The Contractor shall furnish for approval of the Engineer with reasonable promptness all samples as directed by the Engineer or specifically called for in the Specifications and in accordance with the time schedule provided in the schedule of submittals. The Engineer shall check and approve such samples with reasonable promptness only for conformance with the design concept of the Works and for compliance with the information given in the Contract Documents. All work shall be in accordance with approved samples.

Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for consideration of the sample submitted.

Each sample shall be properly labeled with the name and quality of the material, manufacturer's name, name of the project, the Contractor's name and the date of submission, and the Specifications Article number to which the sample refers.

The manufacturer's installation directions shall be provided with each sample. The Contractor shall pay all transportation costs and deliver samples to the Engineer's office, Site or testing laboratory as directed by the Engineer.

Samples shall be of adequate size to permit proper evaluation of the material by the Engineer. Where variations in colour, texture, dimensions or other characteristics are to be expected, the Contractor shall submit samples showing the maximum range of variation. Materials exceeding the range of variation of the approved samples shall not be used on the Work.

In order to permit coordinated selection of colors and finishes, the Contractor shall deliver samples of all related items to the Engineer at one time. Samples of such materials will not be approved until all related samples have been submitted.

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If both Shop Drawings and samples are required for the same item, the Engineer may require both to be submitted before approving either.

The Contractor shall erect Mock-up samples of finished items where specifically called for in the documents or as directed by the Engineer.

The Mock-up samples shall be preserved/protected by the Contractor till the end of the project or as directed by the Engineer.

No acceptance or approval of any Shop Drawings or sample, or any indication or request by the Engineer on any Shop Drawings shall constitute an authorization for any increase in the Contract Sum.

15.3 Inspection

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

15.4 Approved Sample at Site

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

SP-16 SUPPLY OF CEMENT, OTHER MATERIALS

The Contractor shall arrange and ensure timely supply of all materials including Cement required in the Work. The Employer does not assume any responsibility for the supply of materials. However, the Employer shall issue a certificate of the estimated requirement of the quantity of material at the specific request of the Contractor.

SP-17 BORROW AREAS

The Contractor shall make his survey/enquiries regarding the suitable and nearest Borrow Areas for embankment, granular fill, bade and sub-base materials etc., and shall apply to the Engineer for approval for the use of the borrow area. It will be the responsibility of the Contractor to acquire the Borrow Areas approved by the Engineer and pay for all royalties/ malkana and all other costs. In case the materials from the approved Borrow Areas do not meet the Specifications, in the opinion of the Engineer, the Contractor shall have to propose new Borrow Areas for approval, and nothing shall be paid to the Contractor for abandonment of the previously approved Borrow Areas.

SP-18 BAR BENDING SCHEDULE

Bar bending (reinforcement bars) schedule of all structural drawings shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval.

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SP-19 DRAWINGS

19.1 Bid Drawings

Bid Drawings issued with the Bidding Documents, called the Bid Drawings, show scope of the work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 12.2 hereof.

19.2 Construction Drawings, Supplementary Drawings

After award of Contract, the Bid Drawings will automatically become Construction Drawings after approval of the Engineer, until and unless any necessary modification is required to be made by the Engineer.

The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall follow these drawings.

19.3 Copies of Drawings

Drawings will be issued to the Contractor as described below.

19.3.1 Bid Drawings (at Construction stage)

One (1) set of the Bid/Construction Drawings will be issued to the Contractor at the time of Construction free of charge. Additional sets will be provided at cost of reproduction to be borne by the Contractor upon written request of the Contractor.

19.3.2 As-Built Drawings

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

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

c) The Contractor shall furnish to the Engineer One (1) complete set and one reproducible copy of all As -Built Drawings within twenty-eight (28) days of receipt of drawings stated above, from the Engineer.

SP-20 PROTECTION OF THE WORKS

The Contractor shall whenever necessary cover up and protect the works from weather and damage by his own or other workmen performing subsequent operation. The Contractor shall provide all necessary dustsheets, barriers and guard rails and clear away the same at completion.

SP-21 SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

21.1 Contractor's Office, Facilities Etc.

The Contractor shall establish and maintain a Site office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein and maintenance of the utility's services. The facilities shall not be limited to the Contractor's Site Office, labour camps, work yard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and firefighting equipment etc. The Contractor shall be solely responsible for arranging all utilities and the Contractor shall setup, maintain and operate an architectural and engineering facility at site with adequate number of technical and support staff as well as equipment required for particular nature of job covered under the Contract to prepare drawings/shop drawings for approval of the Engineer.

The Contractor shall make arrangements for his own camp, workshops, yards, storage areas, and areas for erection of equipment, offices & offices for the Engineer and the Employer outside the site area and all approvals & permissions in this regard from the concerned authorities for all such facilities shall be the responsibility of the Contractor.

The Contractor shall facilitate the Engineer in use of his site office if and when required by the Engineer in performance of his duties regarding the supervision of project.

21.2 Sign Board

The Contractor shall erect and maintain at the Site in a location to be approved

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by the Engineer one (01) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on posts securely anchored and braced. The Contractor shall paint on the Sign Boards, the name of the Works, and the names of the Employer, Engineer and the Contractor both in English and Urdu Language.

21.3 **Site Office for Employer and Engineer's Staff**

The Contractor shall provide, furnish and maintain for Employer and Engineer a site office.

The site office shall be connected to the electrical system, potable water supply system and sewage disposal system. The said offices shall be provided by the Contractor within twenty (28) days of the receipt by the Contractor of Engineer's Notice to Commence.

No payment shall be made to the Contractor for the works involved under this Sub-Clause.

21.4 **Medical Care**

The Contractor shall arrange provision of adequate medical facilities for his employees.

Adequately equipped and properly staffed first aid stations or dispensaries shall be provided by the Contractor at camps and other strategic locations, to administer first aid treatment at all times free of charge to all persons on the Site, including personnel of the Engineer and the Employer. The nature, number and location of facilities furnished and the Contractor's staff for administering first-aid treatment shall meet the requirements of the Health Services of the Government of Pakistan and of Section III of the Manual "Safety Requirements for Construction by Contract", published by the Employer, and shall be subject to approval by the Engineer.

21.5 **Other Facilities**

The Contractor shall also be responsible for providing at his own cost other facilities for his own staff and labour such as educational, recreational, transport, telephone and catering if required.

SP-22 OTHER FACILITIES FOR EMPLOYER'S AND ENGINEER'S PERSONNEL TO BE PROVIDED BY THE CONTRACTOR

As noted at serial-no 40 "bidding data and attachment to bidding data".

SP-23 ARRANGEMENT OF VEHICLE FOR EMPLOYER'S VIST

The contractor shall provide transportation for Employer only from Airport to Site as and when required during the currency of work up to completion of work.

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SP-24 NOTIFICATION TO ENGINEER

The Engineer shall be notified weekly in writing of the nature and location of the Works the Contractor intends to perform the next week so as to enable necessary inspection and measurement to be carried out. The Engineer may, if necessary, direct that longer notice be given of certain operations.

SP-25 PROGRESS REPORT /PROJECT TRACKING REPORT WITH RESPECT TO PROJECT SCHEDULE

The Contractor shall submit to the Engineer fortnightly progress reports in two copies detailing the progress in the execution of work during the reporting period. The submission of the progress reports shall be condition precedent to the payment of Contractors Bills by the Engineer. One week in advance the Contractor shall submit to the Engineer, particulars of the work he proposes to execute within the following two weeks.

SP-26 PROGRESS PHOTOGRAPHS

The Contractor at his own cost shall furnish to the Engineer every two weeks at least four photographs to clearly show the progress of construction. The photographs shall be submitted in twelve glossy prints 15 cm x 10 cm, together with the negative. Each print shall be marked on the back with the date and serial number. There shall be no writing, lettering or marking on the face of the photograph.

SP-27 NIGHT WORK

When work is done at night the Contractor shall maintain from sunset to sunrise such lights on or about his work and plant as the Engineer may deem necessary for the proper observations of the work and the efficient execution thereof.

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

No work shall be executed on Sundays / Gazette Holidays except with the express written approval of the Engineer/Employer.

SP-28 CO-ORDINATION WITH OTHER CONTRACTORS

It shall be the responsibility of the Contractor to keep-up good relations with other Contractors employed on site by the Employer. The Contractor shall cooperate and coordinate his work with that of the other Contractors working at the Site, to whatever extent may be necessary to complete the Project in accordance with the approved programme of the Works and in accordance with the Engineer's instructions. Should disagreement or dispute arise between the Contractor and other contractors, the same

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shall be referred without delay to the Engineer for his decision. Upon such decision, the Contractor shall proceed with the work in accordance therewith. In case the to the works of other contractors is through the Site area of the Contractor, the Contractor shall coordinate with and permit all reasonable access to other

SP-29 ACCIDENT PREVENTION, SAFETY MEASURES AND PROTECTIVE EQUIPMENT

The Contractor shall comply and enforce compliance by all his sub- contractors with the highest standards of safety and accident prevention in accordance with international standards and in compliance with all applicable laws, ordinances and statutory provisions.

The Contractor shall provide and maintain all requisite barriers, fences, warning signs, lights and other safety precautions as required for the protection of persons and property on or adjacent to the site shall be provided at the Contractor's cost.

The Contractor shall also provide and maintain all false work, scaffolding and handrails which shall be well constructed and secured at all times. Where overhead work is being carried out, warning signs shall be installed at ground level clearly warning of the overhead work.

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

As the work at site is expected to be carried out round the clock, the Contractor shall keep and maintain at all times a transport facility to move the patients to the hospital in case of an emergency.

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

Safety netting shall be provided at all levels where work is in progress, all around the building.

SP-30 SETTING OUT OF WORK AND SURVEY

30.1 Reference Points, Lines

The Contractor shall establish benchmarks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these benchmarks and lines. The Contractor shall supply plant, equipment, materials and labour for checking if required of the survey control by the Engineer. Slope stakes will be set by the Contractor before commencement of excavation and will be re-established as required during progress of work using established bench-marks and reference points.

30.2 Verification

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

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Based upon the basic control, the Contractor shall provide his own primary control points, as needed for the Works, and shall preserve and maintain them until otherwise authorized.

The Contractor shall be responsible for maintaining all survey markers/monuments, and property corners. If any markers/monuments are destroyed by the Contractor, the Contractor shall arrange, at his own cost, to retrace and replace them to the entire satisfaction of the Engineer. If a monument cannot be replaced in its original position, the Contractor shall install a witness corner. The Contractor shall complete and file monument reference cards on all monuments as per instructions of the Engineer.

The Contractor shall perform such surveys and computations as are necessary to determine quantities of work performed or placed during each progress payment period, and shall also perform all surveys necessary for the Engineer to determine final quantities of work in place. The Engineer will determine final quantities based on original ground levels determined by the Contractor and agreed by the Engineer.

The Contractor shall notify the Engineer at least one week before performing a quantity survey and, unless specifically waived, quantity surveys shall be performed in the presence of an authorized representative of the Engineer.

Degree of accuracy for the survey works shall satisfy the following specified tolerances:

- (a) Structure points shall be set within 0.01-foot accuracy from point to point, except where tighter tolerances are required.
- (b) Cross-section points shall be located within 0.10 foot, horizontally and 0.01 foot vertically.
- (c) Permissible closing error for a leveling line meant for establishing Temporary Benchmark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded in the Contractor furnished field books. Notes or data not in accordance with standard formats will be rejected. Illegible notes or data, or use of erasures on any page of a field book will be considered sufficient cause for rejection of part or the entire field book. Copied notes or data will not be permitted; therefore, rejection of part or all of a field book may necessitate re-surveying. Corrections by ruling or lining out errors will be satisfactory.

SP-31 ENVIRONMENTAL PROTECTION & ENVIRONMENTAL MITIGATION MEASURES

The Contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the Works. Except where

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clearing is required for the Permanent Works, approved construction roads and the Temporary Works, and for excavation operations, all trees and native vegetation shall be preserved and shall be protected from damage which may be caused by the Contractor's construction operations and equipment. On completion of the Works, all work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operations, it shall be repaired, replanted, or otherwise corrected as directed by the Engineer at no additional cost to the Employer.

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

SP-32 EMPLOYMENT OF LOCAL PERSONNEL

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

SP-33 PAYMENT OF WORK

The works carried out as above shall not be measured for payment under this section directly and the cost of such works will be considered to be included in other items of work given in the Bill of Quantities. In case of non-compliance by the Contractor, the same will be executed by others and at the risk and cost of the Contractor.

SP-34 NO CLAIM TOWARDS INCREASE/DECREASE IN AMOUNT AND QUANTITY

The cost of work given in the notice is approximate and is liable to change and no claim of contractor whatsoever will be entertained due to increase/decrease in amount and quantity of work.

SP-35 SECURITY CLEARANCE:

The contractor will submit the Photo copy of CNIC of All the labour/staff prior to their deployment at site for permission by the Security officer, Sbk Women's University Quetta.

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VOLUME-II

TECHNICAL SPECIFICATIONS

(Balochistan Government Schedule of Rates 2018)

(Separately Attached)

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VOLUME-IV

DRAWINGS

(Separately Attached)

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VOLUME-III

BILL OF QUANTITIES (B.O.Q) (Separately Attached)