



**GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION DEPARTMENT**

STANDARD BIDDING DOCUMENT

FOR THE PROCUREMENT OF

**DESIGN, SUPPLY, FABRICATION AND INSTALLATION
DOUBLE STOREY PREFABRICATED BUILDING**

FY 2025-26

Under

NATIONAL COMPETITIVE BIDDING (NCB)

FEBRUARY 2026

Notice Inviting Tenders

1. Section Officer (General), Higher Education Department, invites bids from the Eligible Contractors registered with Pakistan Engineering Council (PEC) in Category C-6 or above, with Specialized Codes (CE-09, CE-10, EE-04, EE-07, EE-11, BC-01) for DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE). The bidding procedure will be conducted through “*Single Stage Two Envelope*” Procedure” of KPPRA Rules 2014.
2. The closing date for submission of the bids is 13th March 2026 at 14:00hrs.
3. Interested bidders, who want to participate in the bidding shall register with EPADS to obtain their unique user’s name and password.
4. Visit the EPADS portal using link kp.eprocure.gov.pk and download the Bidding Solicitation Documents (BSDs). Thoroughly study the BSDs to understand all instructions, bid data sheet, general and special terms and conditions of contract, specifications, knock out criteria and required documentation.
5. All required documents should be neatly scanned in PDF format, and both sides of documents if required in case of affidavits or certificates.
6. Bidders are advised to refrain from uploading unnecessary, redundant, or unsolicited files and documents that are not specifically required in the BSDs.
7. The final bid pdf. file must be named as applied for “**Supply & Installation of Prefabricated Office.**”
8. Upload the complete scanned bid file to the EPADS portal as per the system instructions. The upload must be completed before **14:00 hrs** on the closing date. The interested firms may also submit their sealed Technical and Financial proposal duly marked in hard for office record in the office of undersigned before closing time of the bid.
9. If bidders do not submit their bids via EPADS, their bids submitted through any other means will not be accepted, and the bidder will be considered as non-responsive.
10. Neatly scan the Bid Security and upload it with the bid on EPADS. In case of noncompliance their bid shall be declared as non-responsive.
11. Bid Security should be 5% on the quoted value (in original) on FOR Price in the name of **Section Officer (General), Higher Education Department Peshawar.**



**GOVERNMENT OF KHYBER
PAKHTUNKHWA
HIGHER EDUCATION DEPARTMENT**



BID SOLICITATION DOCUMENTS

FOR

**DESIGN, SUPPLY, FABRICATION AND INSTALLATION
DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH
PANEL TYPE)**

Through

E-PADS (E-Pak Acquisition & Disposal System)

Under National Competitive Bidding (NCB)

Single Stage Two Envelope Procedure

Due Date: 13-03-2026

Bid Submission Time: 14:00hrs

Bid Opening Time: 14:30 hrs

Note: The prospective bidder is expected to examine the Bidding Documents carefully, including all Instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

**INTRODUCTION &
IMPORTANT NOTE FOR BIDDING ON EPADS**

Section Officer (General), Higher Education Department, invites bids from the Eligible Contractors registered with Pakistan Engineering Council (PEC) in Category C-6 or above, with Specialized Codes (CE-09, CE-10, EE-04, EE-07, EE-11, BC-01) for **DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)**. The bidding procedure will be conducted through “*Single Stage Two Envelope*” Procedure” of KPPRA Rules 2014

Registration on EPADS Portal:

Interested bidders, who want to participate in the bidding shall register with EPADS to obtain their unique user’s name and password.

Download BSDs:

Visit the EPADS portal using link kp.eprocure.gov.pk and download the Bidding Solicitation Documents (BSDs). Thoroughly study the BSDs to understand all instructions, bid data sheet, general and special terms and conditions of contract, specifications, knock out criteria and required documentation.

Scanning the bid Documents:

- i. All required documents should be neatly scanned in PDF format, and both sides of documents if required in case of affidavits or certificates.
- ii. Bidders are advised to refrain from uploading unnecessary, redundant, or unsolicited files and documents that are not specifically required in the BSDs.
- iii. The final bid pdf. file must be named as applied for “**Supply & Installation of Prefabricated Building**”.

Uploading / Submission of Bid on EPADS Portal:

- i. Upload the complete scanned bid file to the EPADS portal as per the system instructions. The upload must be completed before **14:00 hrs** on the closing date.
- ii. If bidders do not submit their bids via EPADS, their bids submitted through any other means will not be accepted, and the bidder will be considered as non-responsive.

CDR Submission:

Neatly scan the Bid Security and upload it with the bid on EPADS. In case of noncompliance their bid shall be declared as non-responsive.

Submission of Original CDR in hard form:

- i. Bid Security should be 2% on the quoted value (in original) on FOR Price in the name of **Section Officer (General), Higher Education Department Peshawar.**
- ii. In a sealed envelope, by hand to the undersigned office on or before 14:00 hrs on the closing date.
- iii. Label the envelope as: ***“Bid Security Applied for the DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)”***
- iv. ***DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)***
- v. submitted by ***“M/s _____”***
- vi. If a bidder fails to submit the Bid Security in hard form their bid will be considered as nonresponsive.

**GOVERNMENT OF KHYBER PAKHTUNKHWA
HIGHER EDUCATION DEPARTMENT**

**DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE
STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)**

TABLE OF CONTENTS

- **Instructions to Bidders**
- **Bidding Data Sheet**
- **Letter of Technical Bid & Appendices to Bid**
- **Form of Bid Security, Performance Security, Contract Agreement, Mobilization Advance Guarantee**
- **Conditions of Contract, Part-I - General Conditions.**
- **Conditions of Contract, Part II – Particular Conditions of Contract**
- **Specifications - Special Provisions**

INSTRUCTION TO BIDDERS TABLE OF CONTENTS

	Page No.
A. General	
IB.1 Scope of Bid	IB-1
IB.2 Source of Funds	IB-1
IB.3 Eligible Bidders	IB-1
IB.4 One Bid Per Bidder	IB-1
IB.5 Cost of Bidding	IB-1
IB.6 Site Visit	IB-1
B. Bidding Documents	
IB.7 Contents of Bidding Documents	IB-2
IB.8 Clarification of Bidding Documents	IB-2
IB.9 Amendment of Bidding Documents	IB-2
C. Preparation of Bids	
IB.10. Language of Bid	IB-2
IB.11 Documents Comprising the Bid	IB-3
IB.12 Bid Prices	IB-4
IB.13 Currencies of Bid and Payment	IB-4
IB.14 Bid Validity	IB-4

IB.15	Bid Security	IB-5
IB.16	Alternate Proposals by Bidder	IB-5
IB.17	Pre-Bid Meeting	IB-6
IB.18	Format and Signing of Bid	IB-6
D.	Submission of Bids for Single Stage Two Envelope Bidding Procedure	
IB.19	Sealing and Marking of Bids	IB-7
IB.20	Deadline for Submission of Bids	IB-7
IB.21	Late Bids	IB-8
IB.22	Modification, Substitution and Withdrawal of Bids	IB-8
E.	Bid Opening and Evaluation for Single Stage Two Envelope Bidding Procedure	
IB.23	Bid Opening	IB-8
IB.24	Process to be Confidential	IB-10
IB.25	Clarification of Bids	IB-10
IB.26	Examination of Bids and Determination of Responsiveness	IB-11
IB.27	Correction of Errors	IB-11
IB.28	Evaluation and Comparison of Bids	IB-11
F.	Award of Contract	
IB.29	Award	IB-12
IB.30	Employer's Right to Accept any Bid and to Reject any or all Bids	IB-12
IB.31	Notification of Award	IB-12
IB.32	Performance Security	IB-13
IB.33	Signing of Contract Agreement	IB-13
IB.34	General Performance of the Bidders	IB-13
IB.35	Integrity Pact	IB-13
IB.36	Instructions not part of Contract	IB-13

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

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|--------------------------------|-----|--|
| IB.1 Scope of Bid | 1.1 | The Employer as defined in the Bidding Data Sheet hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data Sheet hereinafter referred to as the “Works”. |
| | 1.2 | The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid. |
| IB.2 Source of Funds | 2.1 | The Employer has applied for/received a loan/credit from the source(s) indicated in the Bidding Data 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: <ul style="list-style-type: none"> a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works. |
| IB.4 One Bid per Bidder | 4.1 | Each bidder shall submit only one bid either by himself, or as a partner in a joint venture. A bidder who participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified. |
| IB.5 Cost of Bidding | 5.1 | The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| IB.6 Site Visit | 6.1 | The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder’s own expense. |
| | 6.2 | The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection. |

B. BIDDING DOCUMENTS

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|-------------|---|--|
| IB.7 | Contents of Bidding Documents | <p>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.</p> <ol style="list-style-type: none"> 1. Instructions to Bidders. 2. Bidding Data Sheet. 3. General Conditions of Contract, Part-I(GCC). 4. Particular Conditions of Contract, Part-II(PCC). 5. Specifications – Special Provisions. 6. Specifications – Technical Provisions. 7. Form of Bid & Appendices to Bid. 8. Bill of Quantities (Appendix-D to Bid). 9. Form of Bid Security. 10. Form of Contract Agreement. 11. Forms of Performance Security and Mobilization Advance Guarantee/Bond and Form of Indemnity Bond for Secured Advance 12. Drawings. <p>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.</p> |
| IB.8 | Clarification of Bidding Documents | <p>8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 28 days prior to the deadline for submission of bids.</p> <p>Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.</p> |
| IB.9 | Amendment of Bidding Documents | <p>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.</p> <p>9.2</p> <p>Any addendum thus issued shall be part of the Bidding Documents pursuant to IB 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.</p> <p>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.</p> |

C. PREPARATION OF BIDS

- IB.10 Language of Bid** 10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data Sheet and Particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.
- IB.11 Documents Comprising the Bid** 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Price Bid, containing the documents listed in Bidding Data Sheet under the heading of IB 11.1 A & B respectively. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each bidder shall furnish all the documents as specified in Bidding Data Sheet 11.1 A & B.
- 11.2 Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:
- (a) In case of a successful bid, the Form of JV Agreement shall be signed so as to be legally binding on all partners within 7 days of the receipt of letter of acceptance failing which the contract and the letter of acceptance shall stand void and redundant.
 - (b) One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
 - (c) The partner-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
 - (d) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid); and
 - (e) A copy of JV agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly

responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The JV Agreement shall be made part of the contract. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time referred to in Sub-Clause 1.2 hereof.
- IB.12 Bid Prices**
- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in IB 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.
- Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix C to Bid and shall submit with the bids such other supporting information as required under the said clause.
- IB.13 Currencies of Bid and Payment**
- 13.1 The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the bidder's option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

- 13.2 The rates of exchange to be used by the bidder for currency conversion shall be the Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.
- IB.14 Bid Validity**
- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data Sheet after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.
- IB.15 Bid Security**
- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data Sheet in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement.
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in 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
 - (ii) sign the Contract Agreement; or
 - (iii) Furnish the required JV agreement within 7 days of the receipt of letter of acceptance.

IB.16 Alternate Proposals by Bidder

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

IB.17 Pre-Bid Meeting

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

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Letter of Price Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Letters of Price and Technical Bids nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in Bidding Data Sheet against IB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". In addition, the Bidder shall submit two (2) copies of the Bid and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

- 18.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data Sheet and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 18.6 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Letter of Technical and Price Bids, their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

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

IB.19 Sealing and Marking of Bids

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

- IB.20 Deadline for Submission of Bids**
- 20.1 a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data Sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- IB.21 Late Bids**
- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.
- IB.22 Modification, Substitution and Withdrawal of Bids**
- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 22.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with IB 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION FOR SINGLE STAGE TWO ENVELOPE BIDDING PROCEDUR**IB.23 Bid Opening**

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

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

Preliminary Examination of Technical Bids

- 23.6 (a) The Employer shall first examine qualification and experience Data as per appendix M and N submitted by the Bidder. The technical proposal examination of those bidders only shall be taken in hand who meet the minimum requirement as mentioned in appendix M and N. Only substantially responsive qualification shall be considered for further evaluation.
- (b) The Employer shall examine the Technical Bid to confirm that all the documents have been provided, and to determine the completeness of each document submitted.
- 23.7 The Employer shall confirm that all the documents and information have been provided for evaluation of technical bid as required under these bidding documents.
- 23.8 At the end of the evaluation of the Technical Bids, the Employer will invite only those bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids.

The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

- 23.9 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened before inviting others, who are determined as being qualified, to attend the opening of Price Bids.
- 23.10 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, publically in the presence of Bidders` representatives who choose to attend at the address, date and time specified by the Employer. The Bidder`s representatives who are present shall be requested to sign a register evidencing their attendance.
- 23.11 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) The name of the Bidder;
 - (b) Whether there is a modification or substitution;
 - (c) The Bid Prices, including any discounts and alternative offers; and
 - (d) Any other details as the Employer may consider appropriate.
- Only Price Bids and discounts, read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 23.12 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations is that which is most economical to the Employer.

- IB.24 Process to be Confidential**
- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten 10 days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report. However mere fact of lodging a complaint shall not warrant suspension of the procurement process.
- IB.25 Clarification of Bids**
- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- IB.26 Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; (iv) Includes signed Integrity Pact where required as per clause IB.35 and (v) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bid shall be considered for further evaluation.
- 26.3 If a bid is not substantially responsive, it may not subsequently be made responsive by correction or withdrawal of the non-conforming material deviation or reservation. The Employer may, however, seek confirmation/ clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

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

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

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

IB.28 Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with

Clause IB.26.

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

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

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

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

F. AWARD OF CONTRACT

- IB.29 Award**
- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to IB 29.2.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in bidder's capacities, may require the bidders to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
- Provided that such qualification shall only be laid down after recording reasons in writing. They shall form part of the records of that bid evaluation report.
- IB.30 Employer's Right to Accept any Bid and to Reject any or all Bids**
- 30.1 Notwithstanding Clause IB.29, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.
- IB.31 Notification of Award**
- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the
- Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.
- 31.4 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.
- IB.32 Performance Security**
- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data Sheet and the Conditions of Contract within a period of 28 days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of IB.32.1 or IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

- IB.33 Signing of Contract Agreement**
- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.
- IB.34 General Performance of the Bidders**
- 34.1 The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, interilic, 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**
- 35.1 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**
- 36.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

BIDD DATA SHEET

The following specific data for the Works to be bided shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders	
<u>Clause Reference</u>	
Clause IB.1	Scope of Bid
Sub Clause 1.1	<p>Name and address of the Employer</p> <p>The Employer is:</p> <p>DIRECTOR SSU, HIGHER EDUCATION DEPARTMENT GOVERNMENT OF KHYBER PAKHTUNKHWA.</p> <p>(Hereinafter called "The Employer" Which expression shall include the successors, legal representatives and permitted assignees).</p>
	<p>Name of the Project</p> <p>The name of the Project is:</p> <p>DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)</p>
Sub Clause 1.2	Time for Completion
	6 Months
Clause IB.2	Source of Funds
	ADP
Sub Clause 2.1	Not Used
Clause IB.7	Contents of Bidding Documents

Sub-Clause 7.1	<p>Delete the text of Sub-Clause 7.1 and substitute with the following:</p> <p>The Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.</p> <p><u>Technical Bid</u></p> <p>7.1.1 Volume - I</p> <ul style="list-style-type: none"> • Instruction to Bidders. • Bidding Data Sheet • Letter of Technical Bid & Appendices to Bid (excluding Appendix-D) • Forms of Bid Security Performance Security, Contract Agreement, Mobilization Advance Bank Guarantee • Price Bid • Part-I - General Conditions of Contract. • Part-II - Particular Conditions of Contract. • Specifications - Special Provisions. <p>7.1.2 Volume – II</p> <ul style="list-style-type: none"> • Technical Specifications – Engineering Material (Book-1) • Technical Specifications – Workmanship (Book-2) <p>7.1.3 Volume – III</p> <ul style="list-style-type: none"> • Bid Drawings.
Clause IB.8	Clarification of Bidding Documents
Sub-Clause 8.1	<p>Time limit for clarification</p> <p>“7 days”.</p>
Clause IB.10	Language of Bid
Sub-Clause 10.1	English.
Clause IB.11	Documents Accompanying the Bid
Clause IB.11.2	NA

11.1(A)	<p>The Bidder shall submit with its Technical Bid the following documents:</p> <p>Volume – I</p> <ul style="list-style-type: none"> (i) Letter of Technical Bid (ii) Bid Security at 2% of the Engineer's Estimate. (iii) Written power of attorney authorizing the signatory of the Bid (iv) Original Bidding Documents (Volume – I) (v) Dully filled in Schedules to Bid (except Appendix-D to Bid) (vi) Qualification documents establishing bidders' eligibility as per Appendix M. <p>Volume – II</p> <ul style="list-style-type: none"> (i) Technical Specifications – Engineering Material (Book-1) (ii) Technical Specifications – Workmanship (Book-2) <p>Volume – III</p> <ul style="list-style-type: none"> (i) Bid Drawings.
11.1(B)	<p>The Bidder shall submit with its Price Bid the following documents:</p> <p>Volume – IV</p> <ul style="list-style-type: none"> (i) Letter of Price Bid (ii) Additional Bid Security (if any) (iii) Preamble to Estimate (iv) Appendix – D to Bid (Estimate)
Clause IB.12	Bid Prices
Sub-Clause 12.2	<p>Delete the text of Sub–Clause 12.2 and substitute with the following:</p> <p>The Bidder Shall Quote Premium in the Form of Percentage (%) Above or Below the estimated price put to bid provided in the Summary of Estimate. Quoted Bid Price shall be considered up to two significant decimal places for evaluation purpose. Prices provided in the estimate against items are complete inclusive value of the finished work without any hidden technical and/ or financial reservations or implications. Bidders shall not modify, change, nor add any footnotes or any conditions to the Estimate.</p>

Sub-Clause 12.3	<p>Delete the text of Sub–Clause 12.3 and substitute with the following:</p> <p>The Bidder shall obtain all information as to Pakistan Income Tax, Salaries Tax, Company Taxes, Municipal Octrois, Levies and any other taxes imposed by the Government 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 quoted Bid Price. The quoted 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.</p> <p>All duties, taxes (Federal, Provincial & any other) 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.</p> <p>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.</p>
Clause IB.13	Currencies of Bid and Payment
Sub-Clause 13.1	<p>Delete the text of Sub–Clause 13.1 and substitute with the following:</p> <p>The payments to the Contractor for the works done shall be made in Pakistani Rupees.</p>
Sub-Clause 13.2	The Sub-Clause is deleted in its entirety.
Clause IB.14	Bid Validity
Sub-Clause 14.1	<p>Period of Bid validity: Ninety (90) days.</p>
Clause IB.15	Amount of Bid Security
Sub-Clause 15.1	As provided in Notice Inviting Tenders i.e., 2% of the engineer estimate and additional bid security if applicable shall be submitted in hard form to Employer
Clause IB.16	<p>Alternate Proposals by Bidder The Clause is deleted in its entirety.</p>
Clause IB.17	Pre-Bid Meeting

Sub-Clause 17.1	Venue, time, and date of the pre-Bid meeting: The Bidder or his official representative are invited to attend a Pre-Bid meeting which will take place on the date, time and place as stated in Invitation for Bids.
Sub-Clause 17.2	Delete the text of Sub-Clause 17.2 and substitute with the following: The Bidders are requested to submit any questions through EPADS, to the Employer three (3) days before the date given for pre-bid meeting in the Invitation for Bids.
Clause IB.18	Format and Signing of Bid
Sub-Clause 18.4	Number of copies of Bid: The Bidder shall prepare and submit the Technical and Price bid through EPADS
Sub-Clause 18.5	Delete the text of Sub–Clause 18.5 and substitute with the following: The Bid submitted through EPADS, 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. One (1) 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.
Clause IB.19	Sealing and Marking of Bids
Sub-Clause 19.1	Delete the text of Sub–Clause 19.1 (c) and substitute with the following: (c) the technical bid shall comprise of documents listed in IB-11.1 (A) along with Bid Security and the price bid shall comprise of documents listed in IB-11.1 (B) which shall be submitted through EPADS
Sub-Clause 19.2	Delete the text of Sub–Clause 19.2, 19.3 & 19.4 and substitute with the following: The Bids shall be submitted at the address specified through EPADS to SECTION OFFICER (GENERAL) HIGHER EDUCATION DEPARTMENT. GOVERNMENT OF KHYBER PAKHTUNKHWA. (a) Name of the Contract is as follows: NAME: DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)
Clause IB.20	Deadline for Submission of Bids

Sub-Clause 20.1(a)	Delete the text of Sub–Clause 20.1 (a) and substitute with the following: Bids must be received by the Employer on the Time and date as per the data provided in the Notice Inviting Tenders. Bidders shall send the Bids to the address as mentioned in the Notice Inviting Tenders through EPADS.
Clause IB.23	Bid Opening
Sub-Clause 23.1	Venue, time, and date of Bid opening. As provided in Invitation for Bid.
Clause IB-27	Correction of Errors
Sub-Clause 27.1	Delete the text of Sub-Clause 27.1 and substitute with the following: 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 discrepancy between the quoted premium (above or below) provided by the bidder in summary of Estimate and in the Letter of Price Bid, the quoted premium stated in the Letter of Price Bid shall govern; and b) Where there is a discrepancy between the Premium/amount in figures and in words, the premium/amount in words shall govern; and c) Where there is a discrepancy between the Percentage Premium and the total amount quoted by the Bidder by multiplying the percentage premium with the price put to Bid the value provided as premium shall govern and total amount shall be corrected.

Clause IB-28	Evaluation and Comparison of Bids
Sub-Clause 28.2	Delete the sub-clause IB-28.2 (c) in its entirety.
Sub-Clause 28.4	At the end of Sub-Clause 28.4 add the following: The contractors quoting their bids more than 10% below upto 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security then it will be considered as non-responsive and the 2% bid security shall be forfeited in favor of Government and the second lowest bidder and so on will be considered accordingly. In case of more than 20% below bids. The amount of additional bid security shall be equal to the impact of financial difference occurring in the quoted rates beyond 20% below engineer estimate as per KPPRA Notification S.R.O. (14)/Vol: 1-24/2021-22 dated May 10, 2022 and as described in the Notice Inviting Tenders
Clause IB.32	Performance Security

Sub-Clause 32.1	Delete the text of Sub–Clause 32.1 and substitute with the following:
	The successful bidder shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the successful bidder within fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency (ies) of the Contract at the option of the bidder, in the form of (a) Bank Guarantee from any Scheduled Bank in Pakistan (b) from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan.
Clause IB.33	Signing of Contract Agreement
Sub-Clause 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 copy of Agreement as per the Form of Agreement within the time period stipulated in clause IB-32.1 provided in the Bidding Documents, incorporating all agreements between the parties.
Sub-Clause 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 after the receipt of the Letter of Acceptance but not before acceptance by the Employer of the Performance Security as per Sub-Clause 32.1 hereof.

LETTER OF TECHNICAL BID AND APPENDICES TO BID

TABLE OF CONTENTS

BID AND APPENDICES

Letter of Technical Bid

Appendix-A TO BID	: Special Stipulations
Appendix-B TO BID	: Foreign Currency Requirements
Appendix-C TO BID	: Price Adjustment Under Clause-70 of Contract Agreement
Appendix-E TO BID	: Proposed Construction Schedule
Appendix-F TO BID	: Method of Performing the Work
Appendix-G TO BID	: List of Major Equipment – Related Items
Appendix-H TO BID	: Construction Camp and Housing Facilities
Appendix-I TO BID	: List of Subcontractors
Appendix-J TO BID	: Estimated Progress Payments
Appendix-K TO BID	: Organization Chart of the Supervisory Staff and Labour
Appendix-L TO BID	: Integrity Pact
Appendix-M TO BID	: Qualification Criteria
Appendix-N TO BID	: List of Drawings

Letter of Technical Bid

Name of Contract: "DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)"

**To: Section Officer (General)
Civil Secretariat, Peshawar
Contact No. 091-9211672**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ninety (90) days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable).

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

Name

In the capacity of

Signed

.....
Duly authorized to sign the Bid for and on behalf of

Date

Address

SPECIAL STIPULATIONS

		Clauses Condition of Contract	
1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance
2.	Law Applicable	5.1 (b)	The law to be applied is the law of Islamic Republic of Pakistan. The KPPRA Act 2012 and Procurement Rules 2014 made thereunder.
3.	Amount of Performance Security	10.1	At the choice of the client but in no case more than ten percent (10%) of the Contract Price stated in Letter of Acceptance.
4.	Time for Furnishing Programme	14.1	Within fourteen (14) days from the date of receipt of Letter of Acceptance.
5.	Time for Commencement	41.1	Fourteen (14) days from the date of receipt of Engineer's Notice to Commence which shall be issued within Fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion	43.1	6 Months from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidated Damages	47.1	(0.01%) for each day of delay in completion of the Works subject to a maximum of ten percent (10%) of Contract Price stated in Letter of Acceptance.
8.	Amount of Bonus	47.3	Not Applicable
9.	Defects Liability Period	49.1	One Hundred Eighty (180) days from the effective date of Taking Over Certificate.
10.	Limit of Retention Money	60.2	Five percent (5%) of Contract Price as stated in Letter of Acceptance

to

			(Will be Deducted from Each Payment).
11.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer	60.10	Twenty-Eight (28) days

Authorized Signature and official Seal: _____

Name: _____

Date: _____

BB-
1 Appendix-B
Bid

FOREIGN CURRENCY REQUIREMENTS

NOT APPLICABLE

Authorized Signature and official Seal: _____

Name: _____

Date _____

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

Not Applicable

Authorized Signature and official Seal: _____

Name: _____

Date: _____

PROPOSED CONSTRUCTION SCHEDULE

(to be filled and signed by the Bidder)

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 his Bid Construction Schedule in the bar chart (CPM or PERT) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the works and parts of the works may meet Employer's completion targets in days noted below and counted from the date of receipt of Engineer's Notice to Commence. (Attach sheets as required for the specified form of Construction Schedule):

<u>Description</u>	<u>Time for Completion</u>
Supply & Installation of Prefeb Office Building	6 Months

Authorized Signature and official Seal: _____

Name: _____

Date: _____

METHOD OF PERFORMING THE WORK

(to be filled and signed by the Bidder)

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, the type of facilities, 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. Quality control / Quality assurance measures to be adopted including procedures to be followed for carrying out all tests required under specifications.
5. **The Bidder while preparing his methodology for performing and executing the works shall also consider the following:**
 - a) The timely completion of the Project as per the time provided in Appendix-A to this Bid.
 - b) The 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 is not restricted to carry out the work in single shift. The Contractor should note that if he plans to execute the work in more than single shift than all costs related to the additional superintendence to be provided by the Engineer will be borne by the Contractor. Procedure for such additional costs will be worked out and finalized between the Contractor and Engineer with the consent of the Employer.
 - d) The portions of the Site shall be made available to the Contractor in coordination with other Contractors working at site. The Contractor shall prepare the work programme accordingly.

Authorized Signature and official Seal: _____

Name: _____

Date: _____

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

(to be filled and signed by the Bidder)

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.

Sr. No.	Description	Nos.
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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: _____

LIST OF MAJOR EQUIPMENT
(to be filled and signed by the Bidder)

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

Authorized Signature and official Seal: _____

Name: _____

Date: _____

CONSTRUCTION CAMP AND HOUSING FACILITIES

(to be filled and signed by the Bidder)

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.).

Authorized Signature and official Seal: _____

Name: _____

Date: _____

BI-1

LIST OF SUBCONTRACTORS

(to be filled and signed by the Bidder)

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

Authorized Signature and official Seal: _____

Name: _____

Date: _____

ESTIMATED PROGRESS PAYMENTS

(to be filled and signed by the Bidder)

Bidderer's estimate of the value of work which would be executed by him during each of the periods stated below, based on his Programme of the Works and the Rates in the Estimate, expressed in percentage of Bided Price (excluding Provisional Lump Sum Amount, if any):

Months	% of Bided Price
(a)	(b)
1st Month	
2nd Month	
3rd Month	
4th Month	
Total	100 %

Authorized Signature and official Seal: _____

Name: _____

Date: _____

ORGANIZATIONAL CHART FOR THE SUPERVISORY STAFF AND LABOUR

(to be filled and signed by the Bidder)

MINIMUM MANDATORY STAFF REQUIREMENT:

The Contractor shall arrange the following staff at site immediately upon commencement of works:

<i>Designation</i>	<i>Nos.</i>	<i>Minimum Qualification</i>	<i>Min. Relevant Working Experience in Bridge/ Flyover</i>
Project Manager	01	B.Sc. Civil Engr. with valid PEC Regd.	15 years or above
Electrical Engineer	01	B.Sc. Electrical Engr. with valid PEC Regd.	5 years or above
Site Supervisors (Civil)	01	DAE Civil	10 years or above

Authorized Signature and official Seal: _____

Name: ___ Date:

(INTEGRITY PACT)**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES & WORKS**

_____ [the Bidder/Contractor] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Bidder/Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultants, 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 Government of Pakistan, except that which has been expressly declared pursuant hereto.

[The Bidder/Contractor] 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 Government of Pakistan and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Bidder/Contractor] 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 Government of Pakistan under any law, contract or other instrument, be voidable at the option of Government of Pakistan.

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

Authorized Signature and official Seal: _____

Name: _____

Date: _____

QUALIFICATION CRITERIA

FOLLOWING ARE MANDATORY REQUIREMENTS FOR QUALIFICATION OF PARTICIPATING BIDDER

Technical qualification of the bidders shall be based on the criteria given in succeeding paras regarding the bidder financial soundness, experience record, equipment capabilities, personnel capabilities in addition to basic mandatory requirements. Technical qualification status shall be decided on the basis of fail/pass criteria. The applicant must obtain at least 70% marks in each category given below in detail.

1. MANDATORY REQUIREMENTS:

S.#	Description	Yes/No
(i)	Duly registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) for purpose of Sales Tax.	If "Yes" the applicant will be Eligible for further evaluation for qualification. Yes/ No
(ii)	Valid/ Verifiable Registration with PEC in Category C-6 or above and the following codes. 1. BC01 2. CE09 3. CE10 4. EE04 5. EE06 6.	If "Yes" the applicant will be Eligible for further evaluation for qualification. If the bidder does not have the specialized codes mentioned, he will not be eligible for further evaluation. Yes/ No
(iii)	Registration with FBR: Bidders must possess valid registration certificate with above organization. Bidders must attach the active status income tax certificates.	If "Yes" the applicant will be Eligible for further evaluation for qualification.

		Yes/ No
(iv)	Bid Security: Bidder must submit affidavit for presence of Bid Security with Price Bid as Provided in NIT	If "Affidavit" (Yes) the applicant will be Eligible for further evaluation for qualification. Yes/ No
(v)	Work Experience: Similar Work with cost and complexity (two Similar Projects, and preferably in Public Sector of Value Rs. 100 million or above in completed in the past five (05) years.	If "Yes" the applicant will be Eligible for further evaluation for qualification. Yes/ No
(vi)	Affidavit on stamp paper duly attested by notary public that the firm will execute the works as per specifications mentioned in bidding documents & as per instructions of engineer in charge.	If "Affidavit" (Yes) the applicant will be Eligible for further evaluation for qualification. Yes/ No

1. Evaluation/ Qualification Criteria

S.#	Category	Weightages/ Marks
1.	Financial Soundness	20
2.	Core Experience (Last 5 years, Works Completed 25 marks and Works in Hand, 25 marks)	50
3.	Personnel Capabilities	10

4.	<ol style="list-style-type: none"> 1. Proposed Construction Schedule in Primavera 2. Site Organization Plan 3. Method of Statement 4. Mobilization Plan. 	20 marks with following breakup: 5 5 5 5
Total Marks:		100

2.1 FINANCIAL PORTION

S.#	Description	Marks	Explanation for Marks Obtained
	Average annual construction turnover for the last three years > Rs. 100 M	10	<p>5 marks given if the average annual construction turnover (CTO) for last three years is equal to Rs. 100 M</p> <ul style="list-style-type: none"> • Full marks shall be given if CTO Rs. 200 M, if CTO is between Rs. 100 M to Rs. 200
	Working Capital	10	<p>5 marks will be given, if the equation yield value "A" \geq Rs. 100 M.</p> <p>Full marks shall be given if equation "A" yields 2 Rs. 200 M, if value of "A" is between Rs. 100 M</p>

to

			- Rs. 200, balance three (3) marks shall be evaluated on prorata basis.
	Sub Total:	20	

Bidders to provide audited financial statement for the last 03 years.

2.2 General & Core Experience

S.#	Description	Marks	Explanation for Marks Obtained
i.	Have experience as main Contractor in the construction of at least two (2) projects of similar nature and complexity completed during the last 5-years, costing Rs. 50 M or more.	30	<p>15 marks shall be given if the bidder has completed at least 2 projects of similar nature in last 5 years.</p> <p>15 marks each workorder. Bidders to submit:</p> <ol style="list-style-type: none"> 1. Name of Work 2. Cost 3. Time for completion 4. Work Order. 5. Completion Certificate by employer 6. Employer detail with phone numbers and address. <p>No work order shall be considered for marks lacking the above.</p>
ii	Project of similar nature and complexity in hand having minimum cost of Rs. 50 M	20	<p>10 marks shall be given if the bidder has at least 2 projects of similar nature in hand:</p> <p>10 marks each workorder. Bidders to submit:</p> <ol style="list-style-type: none"> 1. Name of Work 2. Cost 3. Time for completion 4. Work Order. 5. Performance Certificate by employer 6. Employer detail with phone numbers and address. <p>No work order shall be considered for marks lacking the above.</p>
	Sub Total:	50	

Bidders must submit performance certificates/ completion certificates with work orders

2.3 PERSONNEL CAPABILITIES

S.#	Description	Marks	Explanation for Marks Obtained
i.	BSc Engineer Civil 5 Marks BSc Engineer Electrical 3 Marks DAE Civil/ Electrical 2 Marks	10	15 marks shall be given if the bidder has completed at least 2 projects of similar nature in last 5 years. Bidders to Submit <ul style="list-style-type: none"> • The nominated personnel must be on payroll of the bidder for the last 6 months • Copy of PEC Renewal Card CNIC card must be provided • Attested CV of the engineer must be provided. No marks if the above documents are not attended/ provided.
	Sub Total :	10	

2.4 PERSONNEL CAPABILITIES

S.#	Description	Marks	Explanation for Marks Obtained
i.	Detail Work Understanding & Approach Plan: Bidders must provide the following in technical bid. <ul style="list-style-type: none"> • Proposed Construction Schedule in Primavera • Site Organization Plan • Method of Statement • Mobilization Plan. 	20	Full marks shall be given if the proposed construction in primavera, Site Organization Plan, Method Statement, and Mobilization Plan are provided.
	Sub Total:	10	

Total Marks 100

Note:

- Minimum requirement is to score at least **50%** points in each category.
- Minimum requirement to be qualified to score overall **70%** points.
-

The bidders achieving a minimum of **70%** marks out of 100 marks in the Technical Evaluation will be declared technically qualified. Financial bids of only technically qualified bidders will be opened publicly at the time to be announced by the Procuring Entity. The Financial Bids of technically disqualified bidders will be returned un-opened to the respective Bidders. Merit point system on the basis of 70:30 will be used, and contract will be awarded to best-evaluated bid i.e. the lowest financial bid amongst technically responsive bids.

Note: The Procuring Entity reserve the rights to carry out post qualification of all claims and experiences submitted by the bidder for determining the responsiveness and to check the score awarded with evidence. The evaluation team will visit the Bidder's premises / warehouse of the bidders by the team of experts to verify the information / details mentioned by the bidders; if deems necessary.

to

**BN-1
Bid**

LIST OF DRAWINGS

(to be signed by the Bidder)

As provided in Volume – III

Authorized Signature and official Seal: _____

Name: _____

Date: _____

LIST OF APPROVED MANUFACTURERS (CIVIL WORKS)

(to be signed by the Bidder)

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturers to the Engineer who shall then decide and approve the sample and the manufacturers. 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.

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

S. No.	Materials	Manufacturer
1	Ceramic Tiles	Stile/ Shabbir, Master, Times
2	Porcelain Tiles(Local Make)	Master, Shabbir, Times
3	Porcelain Tiles	Master, Shabbir, Times
4	Paints & Varnish	ICI, Nippon, Berger
5	Door Locks/Door closers	USA/ West European / Japanese Origin
6	Anti Termite	Termidor, Biflex, Mirage, Tenekil, Termicure or equivalent
7	Construction Chemicals	Not Applicable
8	Aluminum Sections	Pakistan Cables, Chawla, Prime or approved equivalent
9	Precast Concrete Interlock Pavers	Not used
10	Chequered Tiles	Grand Works, Concrete Wizard, Envicrete or approved equivalent
11	False Ceiling including Suspension System	Daiken (Japan), Dampa (Denmark) & OWA (Germany) or approved equivalent
12	Bricks	As per specifications (to be tested)
13	Lamination Board	ZRK, Formite or approved equivalent.
14	Steel	Grade 40 (to be tested from Lab and charges to be borne by bidder

Authorized Signature & Official Seal: _____

Name: _____

Date: _____

FORMS

TABLE OF CONTENTS

	Page No.	
1.	FORM OF BID SECURITY	BS-1 to BS-2
2.	FORM OF PERFORMANCE SECURITY	PS-1 to PS-2
3.	FORM OF CONTRACT AGREEMENT	CA-1 to CA-2
4.	FORM OF MOBILIZATION ADVANCE GUARANTEE	MG-1

**FORM OF BID SECURITY
(BANK GUARANTEE)**

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No: _____

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _ for _ _____to the said Employer; and
(Particulars of Bid)

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 Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY

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

WITNESS

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)
(Seal)

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY
BANK GUARANTEE (UNCONDITIONAL)**

Guarantee No. _____
Executed on _____
Expiry date _____

Name of Guarantor (Bank) with address:

Name of Principal (Contractor) with address:

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

Letter of Acceptance No:- _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the

_____ (hereinafter called the Employer) in

the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and

without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PS-2

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.

Guarantor (Bank)

Witness:

1.

Signature _____

Corporate Secretary (Seal)

Title _____ Name _____

2.

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made the _____ day of _____(month), 2025 between _____ (hereafter called the "Employer" which expression shall include the successors, legal representatives and permitted assignees) of the one part and _____ (hereafter called the "Contractor" which expression shall include the successors, legal representatives and permitted assignees) of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Contract Agreement;
 - b) The Letter of Acceptance;
 - c) The completed Form of Bid;
 - d) Special Stipulations (Appendix-A to Bid);
 - e) The Particular Conditions of Contract – Part II;
 - f) The General Conditions – Part I;
 - g) The priced Bill of Quantities (Appendix-D to Bid);
 - h) The completed Appendices to Bid (B, C, E to L);
 - i) The Drawings;
 - j) The Specifications.
 - k) The Addenda Nos. _____ dated _____ issued by the Employer/Engineer. l) Performance Security.
 - m) (any other)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

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

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

For and on behalf of

For and on behalf of Contractor

Employer

Signature: _____

Signature: _____

Name :- _____

Name :- _____

Title :- _____

Title :- _____

Signed, Sealed and Delivered in the presence of:

Witness

Witness

Signature: _____

Signature: _____

Name :- _____

Name :- _____

Title :- _____

Title :- _____

Address :- __

Address :- _____ **MG-1**

FORM OF BANK GUARANTEE FOR MOBILIZATION ADVANCE

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/Insurance Company)*
(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

1. _____

Corporate Secretary (Seal)

2. _____
(Name Title & Address)

Corporate Guarantor(Seal)

PART-1

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (Part-1) are based on the FIDIC "Conditions of the Contract for Works of Civil Construction, Part-1 General Conditions" Fourth Edition (1987) Reprinted in 1988, with editorial amendments, Reprinted in 1992 with further amendments. These Conditions of Contract are published by the "FEDERATION OF INTERNATIONALE DES INGENIEURS-CONSEILS" (FIDIC), P.O. Box 86, CH 1000 Lausanne, 12-Chailly, SWITZERLAND. email:fidic.pub@fidic.org

The prospective Bidders are required to obtain 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, the aforesaid FIDIC Conditions of Contract are available in the PEC Standard Form of Bidding Documents (Civil Works) which may be purchased from PEC Head office, Islamabad, for ready reference.

The successful Bidder after award of work shall have to provide three (3) copies of the said FIDIC Conditions of Contract for Works of Civil Construction, all in original obtained from the publishers for incorporation of the same in the Contract Documents of the Work.

PART II - PARTICULAR CONDITIONS OF CONTRACT

TABLE OF CONTENTS

	Page	
1.1	Definitions	PART II-PCC1
2.1	Engineer's Duties and Authority	PART II-PCC2
2.2	Engineer's Representative	PART II-PCC3
2.7	Engineer Not Liable	PART II-PCC3
2.8	Replacement of the Engineer	PART II-PCC3
5.1	Language(s) and Law	PART II-PCC3
5.2	Priority of Contract Documents	PART II-PCC3
6.6	Shop Drawings	PART II-PCC4
6.7	As-Built Drawings	PART II-PCC4
9.1	Contract Agreement	PART II-PCC4
10.1	Performance Security	PART II-PCC4
10.4	Performance Security Binding on Variations and Changes	PART II-PCC5
14.1	Programme to be Submitted	PART II-PCC5
14.3	Cash Flow Estimate to be Submitted	PART II-PCC5
14.5	Detailed Programme and Monthly Progress Report	PART II-PCC5
15.2	Language Ability of Contractor's Representative	PART II-PCC6
15.3	Contractor's Representative	PART II-PCC6
16.3	Language Ability of Superintending Staff of Contractor	PART II-PCC6
16.4	Employment of Local Personnel	PART II-PCC6
19.3	Safety Precautions	PART II-PCC6
19.4	Lighting Works at Night	PART II-PCC6
20.4	Employer's Risks	PART II-PCC6
21.1	Insurance of Works and Contractor's Equipment	PART II-PCC7
21.2	Scope of Cover	PART II-PCC9
21.4	Exclusions	PART II-PCC9
25.1	Evidence and Terms of Insurance	PART II-PCC10
25.5	Insurance Companies	PART II-PCC10
31.3	Cooperation with Other Contractors	PART II-PCC10
34.2	Rates of Wages and Conditions of Labour	PART II-PCC10
34.3	Employment of Persons in the Service of Others	PART II-PCC10
34.4	Housing for Labour	PART II-PCC10
34.5	Health and Safety	PART II-PCC10
34.6	Epidemics	PART II-PCC11
34.7	Supply of Water	PART II-PCC11
34.8	Alcoholic Liquor or Drugs	PART II-PCC11
34.9	Arms and Ammunition	PART II-PCC11
34.10	Festivals and Religious Customs	PART II-PCC11
34.11	Disorderly Conduct	PART II-PCC11
34.12	Compliance by Subcontractors	PART II-PCC11
35.2	Records of Safety and Health	PART II-PCC11
35.3	Reporting of Accidents	PART II-PCC11
36.6	Use of Pakistani Materials and Services	PART II-PCC11
41.1	Commencement of Works	PART II-PCC11
51.2	Instructions for Variations	PART II-PCC11
52.1	Valuation of Variations	PART II-PCC12
52.3	Variation exceeding 15%	PART II-PCC12
53.4	Failure to Comply	PART II-PCC12
54.5	Conditions of Hire of Contractor's Equipment	PART II-PCC12
59.4	Payments to nominated Subcontractors	PART II-PCC12
59.5	Certification of Payments & Nominated Subcontractors	PART II-PCC12
60.1	Monthly Statements	PART II-PCC13
60.10	Time for Payment	PART II-PCC13
60.11	Financial Assistance to Contractor	PART II-PCC13

60.13	Recovery of Retention Money	PART II-PCC14
60.14	Withholding of Payments	PART II-PCC14
63.1	Default of Contractor	PART II-PCC14
65.2	Special Risks	PART II-PCC14
65.6	Out Break of War	PART II-PCC14
67.3	Arbitration	PART II-PCC14
68.1	Notice to Contractor	PART II-PCC15
68.2	Notice to Employer and Engineer	PART II-PCC15
69.1	Default of Employer	PART II-PCC15
69.4	Contractor's Entitlement to Suspend Work	PART II-PCC15
70.1	Increase or Decrease of Cost	PART II-PCC15
71 & 72	Currency and Rates of Exchange	PART II-PCC15
73.1	Payment of Income Tax	PART II-PCC15
73.2	Cost inclusive of duties and taxes	PART II-PCC15
74.1	Integrity Pact	PART II-PCC15
75.1	Termination of Contract for Employer's Convenience	PART II-PCC16
76.1	Liability of Contractor	PART II-PCC16
77.1	Joint and Several Liability	PART II-PCC16
78.1	Details to be Confidential	PART II-PCC16
79.1	Precaution for Pollution	PART II-PCC16

PART II PARTICULAR CONDITIONS OF CONTRACT

These Particular Conditions Of Contract - Part II are additions, deletions and amendments to General Conditions of Contract - Part I and shall be taken into consideration in interpreting or construing such clauses. Sub-Clause numbers, if similar as of Part-I, are amendments therein otherwise these are additional Clauses or Sub-Clauses thereto.

- Definitions 1.1**
- (a) (i) The “**Employer**” Section Officer (General), Higher Education Department, Peshawar the legal successors and any assignee of such person.
 - (a) (iv) The “**Engineer**” is ‘Member Technical’, as nominated by the Employer or any other competent person appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineer to formulate his certifications/recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

Add the following paragraphs:

- (a) (vi) “**Employer’s Representative**” is:

Section Officer (General), HED, or any other competent person appointed in writing by the Employer and shall take effect on delivery of such appointment to the Engineer and the Contractor. The Employer may from time-to-time delegate to the Employer’s Representative any of the duties and authorities vested in the Employer and 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) (vii) “Bidder or Tenderer” means any person or persons, company, corporation, firm submitting a Tender.

- (b) (v) Add the following at the end of the paragraph:

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

- (vi) Add the following at the end of the paragraph:

The word “Bill of Quantities” is synonymous with “Estimate including Premium”.

Add the following paragraph:

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

- (e) (i) Delete the text and substitute:

“**Contract Price**” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto

or deductions there from as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

**Engineer's
Duties and
Authority**

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

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

Engineer's Representative	2.2	Add the following paragraph: The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)
		Add the following Sub-Clauses:
Engineer not Liable	2.7	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.
Replacement of the Engineer	of 2.8	"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."
Language(s) and Law	5.1	(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.

- Priority of Contract Documents** **5.2** Delete the documents listed at (1) to (6) of the Sub-Clause and substitute with the following:
- (a) The Contract Agreement;
 - (b) The Letter of Acceptance;
 - (c) The Completed form of Bid;
 - (d) Addenda (if any)
 - (e) Special Stipulations (Appendix-A to Bid);
 - (f) The Particular Conditions of Contract – Part II;
 - (g) The General Conditions of Contract – Part I; (h) Special Provisions
 - (i) **For scheduled items:**
 - 1). Estimate (Appendix-D to Bid)
 - 2). Drawings (Volume III)
 - 3). Appendices to Bid (Excluding Appendix A & D)
 - 4). General Specifications to be provide by bidder.
 - For non-scheduled items:**
 - 1). Drawings (Volume III)
 - 2). Specifications – Technical Provisions
 - 3). Tender Rate (Appendix-D to Bid)
 - 4). Appendices to Bid (Excluding Appenidx A & D)
 - (j) Any other document forming Part of the Contract by Reference;
- In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.

Add the following Sub-Clauses:

- Shop Drawings** **6.6** 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.

- As-Built Drawings** **6.7** At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 6 copies and one reproducible of all drawings amended to comply with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.

- Contract Agreement** **9.1** Delete the text and substitute with the following:
- The Contract Agreement, Performance Security, Insurance Policies / Bonds and other Bond/Guarantees/Sureties shall be prepared and completed at the cost of the Contractor. The Contractor shall prepare six (6) copies of the Contract Document (including all the volumes / documents listed in the Contract Agreement) along-with copies of all the bonds/Guarantees/Sureties, at his cost and shall submit the same to the Employer.

- Performance Security** **10.1** Delete the text and substitute with the following:
- “The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency (ies) of the Contract at the option of the bidder, in the form of (a) Bank Guarantee from any Scheduled Bank in Pakistan (b) from a bank located outside Pakistan duly counter-guaranteed by a Scheduled Bank in Pakistan or (c) insurance bond from an insurance company having at least AA rating under Pakistan Credit Rating Agency (PACRA)/Japan Credit Rating (JCR-VIS) with provision of indemnity bond on stamp paper of worth Rs. 500/- or above, duly attested by the concerned authority.
- The cost of complying with requirements of this Sub-Clause shall be borne by the Contractor.

Add the following Sub-Clause:

- Performance Security Binding on Variations and Changes** **10.4** The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of the Contract.

- Programme to be Submitted** **14.1** Delete the text and substitute with the following:
- The Contractor shall prepare and submit the programme of the work acceptable to the Engineers with in fourteen (14) days of the receipt of Letter of Acceptance for agreement of the Engineer and approval of the Employer. This programme shall identify and highlight those activities which are on the critical path.
- The time schedule may be adjusted from time to time but the contractual completion date shall remain un-changed in accordance with the Bid documents unless extensions of time are approved in accordance with the contract.
- The programme should be computerized and drawn-up on the critical path method. Progress reporting by the Contractor should be supported, on fortnightly basis with an update analysis of the progress including a statement on items, which are or are to become critical to the progress of the Work, along with the proposal on how the Contractor intends to alleviate the situation. Programme should include complete sequence of activities. Programme to be Primavera based and updated with actual progress continually.
- Cash Flow Estimate to be Submitted** **14.3** The detailed Cash Flow Estimate shall be submitted within fourteen (14) days from the date of receipt of Letter of Acceptance.

Add the following Sub-Clause:

**Detailed
Programme and
Monthly
Progress Report**

- 14.5** a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer a detailed programme for the following:
- (1) Execution of Works;
 - (2) Labour Employment;
 - (3) Material Procurement;
 - (4) Schedule for submittals of shop drawings/bar-bending schedule, samples of material/literature for approval; 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 3rd day of the following week, 10 copies each of Monthly Progress Reports covering:
- (1) A Construction Schedule indicating the fortnightly progress in percentage;
 - (2) Description of all work carried out since the last report;
 - (3) Description of the work planned for the next 15 days sufficiently detailed to enable the Engineer to determine his programme of inspection and testing;
 - (4) fortnightly summary of daily job record; (5) Photographs to illustrate progress; and
 - (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
- (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.

Add the following Sub-Clauses:

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

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

19.4 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 The Employer's risks are:

Delete the text and substitute with the following:

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

measures:-

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

Insurance of 21.1 Contractor is bound to provide all the below mentioned insurance policies **Works and** for the persons, works and equipment, etc. on the Contract.

Contractor's Equipment Requirements (a) General

The Engineer/Engineer's Representative and their designate staff for supervision of work shall be included as an insured party against all risks and liabilities. The Contractor shall insure with any one of the Insurance Companies approved for this purpose by the Employer in the joint names of the Employer, the Engineer, and the Contractor against all loss or damages as stated in the General Conditions and as stated herein.

Notwithstanding the responsibilities of the Contractor for indemnities and insurance as described above, the Contractor before commencing work on Site, must discuss fully with the Engineer & Employer the Insurance coverage provided by each under any general policies which are to be applied to this Contract to ensure that there are no contingencies left uncovered and to reduce, as far as practicable, duplication of coverage. Should any areas of possible damage or loss be discovered that are not covered by definition of responsibilities set out in these conditions, the addition or reduction in premiums required to give such insurance coverage will be paid by the Contractor and the policies obtained by the mutual agreement of the Employer and the Contractor.

All payments will be in Pakistan Rupees required to replace the damaged items.

The Contractor shall be responsible for deductibles and losses not covered by insurance.

An insurance loss shall not affect the Employer's or Contractor's rights and obligations under the Contract.

All policies shall state that:

- i. the Employer shall receive at least twenty eight (28) days written notice of intended cancellation or change affecting coverage.
- ii. the Contractor is fully protected so as to provide full indemnity to Employer in respect of liability against loss or damage assumed by the Contractor under the Contract.
- iii. the inclusion of more than one Insured shall not affect the rights of any other insured.

The Contractor shall be responsible for observance by his Sub

Contractor(s) of insurances noted herein. Before each Sub Contractor starts work the Contractor shall give the Employer proof that the Sub contractor(s) are covered by insurance equivalent to that specified herein for the Contractor.

(b) The Contractor shall include the following insurances:

i. Third Party Liability Insurance

Risks insured: bodily injury, death and property damage.

Scope of coverage: contractual liability, tortuous liability, premises and operations liability, Contractor's contingent liability with respect to Sub Contractor's operations.

Minimum limit: as indicated in Annexure 'A' to the Form of Bid inclusive, each occurrence.

ii. All Risk Property Insurance:

All risks including fire, flood, storm and earthquake.

Scope of coverage: the Works, during the entire duration of the Contract including the Period of Maintenance, and all permanent, temporary and consumable materials related to the Works which are in storage, in transit or at site of the Works.

Minimum limit: the sum of the Contract Price plus fifteen percent (15%). This policy shall state that :

(a) if a loss occurs the Contractor, the Employer and the Engineer shall be paid in relation of their share of the loss.

(b) (Waiver of subrogation) the Insurer has no subrogation rights against any person, corporation or organization (including directors, officers, employees, servants and agents thereof) which: is an Insured under the policy, or is controlled by, owned by, or associated with an Insured, or is a Sub Contractor on the Works, or has, before a loss occurs, been released from liability by an Insured.

"Hold harmless" provisions: The Employer and the Contractor shall be indemnified against all losses.

Employer use or occupancy: If the Employer uses or occupies all or part of the Works during the life of the Policy the Contractor shall ensure that the policy continues in full force and the Employer shall pay any resulting extra cost of insurance.

Loss Procedure: If a loss occurs the Contractor shall, on behalf of the Employer and himself negotiate the value of the loss with the insurer. Unless directed otherwise by the Engineer, when agreement is reached the Contractor shall repair all damage and the Employer shall pay him, in accordance with the

Engineer's certificates, for that part of the repairs which is the Employers responsibility.

If directed by the Engineer, instead of carrying out repairs, the Contractor shall pay to the party suffering the loss that part of the agreed value of the loss which is the Contractor's responsibility.

iii. All Risk Contractor's Plant Insurance

Scope of coverage: all construction machinery plant used by the Contractor for the Works.

iv. Automobile Liability Insurance.

Risks insured: Bodily injury, death, property damage and theft.

Scope of coverage: all licensed vehicles owned, hired operated or licensed by the Contractor.

Minimum limit: as indicated in Annexure 'A' to the form of Bid inclusive each occurrence.

Cost of compliance with the requirements of this sub-clause and providing all insurance policies shall be borne by the Contractor.

Scope of Cover 21.2 Para. (a) of Sub-clause 21.2 is amended by deletion of the words "from the start of work at the site." and by the substitution therefore of the words "from the first working day after the Commencement Date."

In Part I, the following is added as sub-para (c) under Sub-Clause 21.2,

c) It shall be the responsibility of the Contractor to notify the insurer of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the currency of the Contract.

Exclusions 21.4 Delete the text and substitute 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).

Evidence and Terms of Insurances 25.1 Sub-Clause 25.1 of the General Conditions of Contract Part-I, the first sentence "The Contractor shall Policies to the Employer" is deleted and substituted with the following sentence.

"The Contractor shall provide evidence to the Employer as soon as practical but in any case prior to the start of the work at site that the insurances required under the Contract have been affected and shall provide the insurance policies to the Employer." Following new paragraph is added at the end.

The Contractor shall also submit in original the receipts of all the premiums paid by the Contractor in connection with the above insurances.

Add the following Sub-Clause:

Insurance Companies	<p>25.5 The Contractor shall be obliged to place insurances relating to the Contract including, but not limited to, the insurances referred to in Clauses 21, 23 and 24 with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Employer.</p> <p>Costs of such insurances shall be borne by the Contractor.</p> <p>Add the following Sub-Clause:</p>
Co-operation with other Contractors	<p>31.3 During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Employer at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other Contractors.</p> <p>Add the following Sub-Clauses:</p>
Rates of Wages and Conditions of Labour	<p>34.2 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.</p>
Employment of Persons in the Service of Others	<p>34.3 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.</p>
Housing for Labour	<p>34.4 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, unless agreed with the Employer, 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.</p>
Health and Safety	<p>34.5 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.</p>

- Epidemics 34.6** 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.
- Supply of Water 34.7** 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.
- Alcoholic Liquor or Drugs 34.8** 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.
- Arms and Ammunition 34.9** 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.
- Festivals and Religious Customs 34.10** The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs.
- Disorderly Conduct 34.11** 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.
- Compliance by Subcontractors 34.12** The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.
- Add the following Sub-Clauses:
- Records of Safety and Health 35.2** 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.
- Reporting of Accidents 35.3** 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.
- Add the following Sub-Clause:
- Use of Pakistani Materials and Services 36.6** 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** Delete the text and substitute with the following:
- Commencement of Works** 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.
- Instructions for Variations 51.2** At the end of the first sentence, after the word “Engineer”, add the words “in writing”.
- Valuation of Variations 52.1** Delete the words “after due consultation Engineer and the Contractor” in seventh to ninth line and replace with following:

“the valuation will be carried out on the basis of applicable item rates of KPK-MRS-2025 1st Bi-annual with the rebate offered by the contractor in the contract, failing which the valuation will be carried out by the Engineer on the basis of current market rates with the resource input based on similar items of KPK-MRS-2025 1st Bi- deduced there from so far as it is practicable to do so. Failing all above, the valuation will be carried out by the Engineer on the basis of actual input with the application of current market rates for labour, material etc. after due consultation with the Employer and the Contractor. No escalation on account of material, labour, POL etc. shall be allowed on such items if the valuation is carried out on the basis of current market rates and the percentage of overheads, taxes & profit, etc. to be allowed in such cases shall be twenty one point five percent (21.5%).”

In the tenth line, after the words “Engineer shall” add the following:-

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
Add the following Para at the end of sub-clause 52.1 of Part-I:

The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations.

Failure to Comply **53.4** Delete this Sub-Clause in its entirety.

Conditions of Hire of Contractor's Equipment	54.5	<p>Add the following paragraph:</p> <p>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.</p>
Payments to Nominated Subcontractors	59.4	<p>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].</p>
Certification of Payments & Nominated Subcontractors	59.5	<p>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:</p> <ul style="list-style-type: none"> a) submits reasonable evidence to the Engineer, or b) <ul style="list-style-type: none"> 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, <p>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.</p> <p>Add the following Sub-Clauses:</p>
Monthly Statements	60.1	<p>In Para (c) delete the words "the Appendix to Tender" and substitute with the words "Sub-Clause 60.11 (a) (6) hereof".</p>
Time for Payment	60.10	<p>Delete the text and substitute with the following:</p> <p>The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 7 days after such Interim Payment Certificate has been delivered to the Employer, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days after such Final Payment Certificate has been delivered to the Employer. In the event of failure of the Employer to make payment within the times stated due to circumstances beyond his control, the Employer shall not pay to the Contractor any interest or compensation of any sort.</p> <p>Add the following Sub-Clauses:</p>

Financial Assistance to Contractor 60.11

Financial assistance shall be made available to the Contractor by the Employer by adopting the following method.

Secured Advance

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

- c) For the purpose of this clause the words 'non-perishable materials' shall be limited to the following:
- i. False Ceiling
 - ii. Aluminum Windows, Doors and Glass
 - iii. Ceramic/Porcelain Tiles
 - iv. Light fixtures and fans
 - v. LT Cables
 - vi. Concrete Paving Stone (Pavers) vii. Concrete Checkered Tiles
- Recovery of Retention Money** **60.13** An amount equal to ten percent (8%) of the contract price shall be retained from interim payments against work done as retention money. The maximum amount of retention money shall be eight (5%) percent of the Contract price.
- Withholding of Payment** **60.14** a) The Employer at his own or on the recommendations of the Engineer may withhold the whole or part of any payment requested by the Contractor if it is necessary in his opinion to protect himself against losses on account of the following reasons:
- i) Defective work not rectified.
 - ii) Non-fulfilment of any due demand and guarantee or renewal of any guarantee or surety.
 - iii) Claims if third parties raised against the Employer caused through the fault of the Contractor in connection with the specific works/activity, if any.
 - iv) Damage caused by the Contractor or his personnel or any sub-contractor, to the Employer, or to a third party on the site.
 - v) Non-fulfilment of the Contract by the Contractor.
 - vi) Non-fulfilment of the Contractual Obligation towards submittal of Shop Drawings, Bar Bending Schedules, Samples, erection of Mock-Up samples, As-built drawings, etc.
- a) After the reasons of withholding of payments have been eliminated to the satisfaction of the Employer and the Engineer, payments to the Contractor will be undertaken by the Employer without delay.
- Default of Contractor** **63.1** Add the following para 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.
- Special Risks** **65.2** Delete the text and substitute with the following:
The Special Risks are the risks defined under Sub-Clause 20.4 paragraph a (i) to (v).
- Out Break of War** **65.6** In sub-clause 65.6, delete "in any part of the World" from the second line of the paragraph.
- Arbitration** **67. 3** In the sixth to eight lines, delete the words "shall be finally settled appointed under such Rules" and substitute with the following:
"shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force".

Add the following paragraph:

The place of arbitration shall be **Peshawar**, Pakistan.

Notices to Contractor	68.1	Add the following paragraph: For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Employer and the Engineer by registered post, the address of his principal place of business or any change in such address during the period of the Contract.
Notice to Employer and Engineer	68.2	For the purposes of this Sub-Clause, the respective addresses are: Section Officer (General), Higher Education Department a) The Engineer: To be nominated by employer.
Default Of Employer	69.1	In Sub-Clause 69.1 (a), substitute "56 days" for "28 days".
Contractor's Entitlement to Suspend Work	69.4	In 6 th line of Sub-Clause 69.4, substitute "56 days" for "28 days".
Increase or Decrease of Cost	70.1	Sub-Clause 70.1 is deleted in its entirety.
Currency And Rates Of Exchange	71 & 72	Delete the Clauses in their entirety.
		Add the following Sub-Clauses:
Payment of Income Tax	73.1	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.
Cost inclusive of duties and taxes	73.2	The rates and prices stated in the priced Bill of Quantities shall be deemed to include every element of duty or tax leviable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable.

Integrity Pact	74.1	<p>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:</p> <p>(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;</p> <p>(b) terminate the Contract; and</p> <p style="padding-left: 40px;">(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.</p> <p>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</p>
Termination of Contract for Employer's Convenience	75.1	<p>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:</p> <p>(a) shall proceed as provided in Sub-Clause 65.7 hereof; and</p> <p>(b) shall be paid by the Employer as provided in Sub-Clause 65.8 hereof.</p>
Liability of Contractor	76.1	<p>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.</p>
Joint and Several Liability	77.1	<p>If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.</p>
Details to be Confidential	78.1	<p>The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.</p>
Precaution for Pollution	79.1	<p>Precautionary measures and facilities shall be provided by the Contractor at his own cost in carrying out the Works including dumping and disposal of spoils, in the manner approved by the Engineer to prevent environmental pollution.</p>

SPECIFICATIONS – SPECIAL PROVISIONS

TABLE OF CONTENTS

	Page
1. General	SP-1
2. Description of Project and Site	SP-1
3. Codes, Standards and Certificates	SP-1
4. Manufacturer's Recommendations	SP-2
5. Units Of Measurements	SP-2
6. Existing Condition at Site	SP-2
7. Protection and Precautions	SP-2
8. Sequence of Construction	SP-3
9. Lines and Levels	SP-3
10. Plant, Equipment and Tools	SP-3
11. Partial Possession	SP-3
12. Existing Services	SP-3
13. Construction Area and Access	SP-4
14. Construction & Checking at Site	SP-4
15. Storage and Handling Facilities	SP-4
16. Product Data	SP-5
17. Product Quality and Handling	SP-5
18. Inspection & Tests Reports	SP-5
19. Field Laboratory and Testing	SP-5
20. Surveying Instruments	SP-6
21. Approval of materials and plant	SP-7
22. Bar Bending Schedule	SP-8
23. Drawings	SP-8
24. Protection of the Works	SP-10
25. Restoration and Cleaning	SP-11
26. Site Office and Temporary Facilities to be Provided by the Contractor	SP-11
27. Construction Schedule	SP-12
28. Submission Requirements	SP-13
29. Resubmission Requirements	SP-13
30. Weekly Progress Report and Photographs	SP-13
31. Contractor to Notify Delays Etc.	SP-14
32. Photograph	SP-14
33. Sign Board	SP-14
34. Site Office for Engineer/Engineer's Staff and Employer	SP-15
35. Transport for the Engineer	SP-15
36. Coordination of Work at Site	SP-15
37. Site Facilities to be Provided by the Contractor	SP-16
38. Construction Procedures	SP-17
39. Notification to Engineer	SP-17
40. Night Work	SP-17
41. Weather	SP-17
42. Co-Ordination with another Contractors	SP-17
43. Accident Prevention, Protective Equipment	SP-17
44. Setting Out of Work and Survey	SP-18
45. Payment of Work	SP-19
46. Environmental Protection	SP-19

SPECIFICATIONS – SPECIAL PROVISIONS

1. GENERAL

- 1.1 Specifications – Special Provisions shall form an integral part of Bid and the Contract documents.
- 1.2 The Contractor shall notify all sub-contractors of the provisions of these Special Provisions.

2. DESCRIPTION OF PROJECT, WORKS INVOLVED AND SITE

Section Officer (General) HED Peshawar intends to establish Prefabricated Office Building at HED Peshawar. The scope of works mainly comprises construction of civil, electrical, Plumbing Works, etc. and related ancillary works lying within the boundaries and its shown on the Drawings and any such additional areas adjacent there to 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.

3. 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 below:

ASCE	-	American Society of Civil Engineers
ASA	-	American Standard Association
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)
ICAO	-	International Civil Aviation Organisation
BSICP	-	British Standard Institute Code of Practice
PS	-	Pakistan Standards (Pak)
PCA		Portland Cement Association
PSI		Pakistan Standard Institute
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 shall submit written proof that his proposed standard is equivalent in all significant respects to the standard specified. All submissions must be made in the English language.

C. Codes and Standards at Site

The Contractor shall supply and have at his site office: -

- a) Copies of all latest editions of codes and standards referred to in these Specifications or equivalent codes and standards as approved by the Engineer.
- b) Catalogues and published recommendations from manufacturers supplying products and materials for the project.
- c) The Contractor shall provide manufacturer's or supplier's materials which must meet the requirements of a specific code or standard as stated in these Specifications.

4. MANUFACTURER'S RECOMMENDATIONS

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

5. UNITS OF MEASUREMENTS

The MKS System of Units shall be used throughout the Project.

6. EXISTING CONDITION AT SITE

Drawings and information pertaining to existing project conditions are furnished for reference. Neither the Employer nor the Engineer warrants the adequacy or correctness of these. The Contractor's are encouraged to visit the project site to assess the existing site conditions.

7. PROTECTION AND PRECAUTIONS

The Contractor and his sub-contractors shall afford all necessary protection to existing structures and will be required to make good at his own expense any damage done to such structures through his own or his representatives or subcontractors' fault and negligence.

The Contractor and his sub-contractors shall afford all necessary protection to existing roads in the area . He will clear and make good at his own expense any damage to or debris on these roads through his own fault and negligence. He must at all time ensure the free and normal flow of traffic and shall not cause obstruction to the traffic system. The Contractor and his sub-contractors shall provide and maintain necessary protection an precautionary measures such as warning signs, warning lamps and barricades etc. to prevent accidents.

The Contractor shall promptly correct all such damage to original condition at no additional expense to the Employer.

The Contractor shall cooperate with trades performing work under other Contracts as necessary for completion.

8. SEQUENCE OF CONSTRUCTION

The Contractor shall submit his proposal for approval of the Engineer the sequence of Construction, prior to starting the works. The works shall be executed as per approved sequence of construction

9. LINES AND LEVELS

Survey control points will be established by the Engineer. The Contractor shall be responsible for verifying these and shall be responsible for all requirements necessary for the execution of any work to the locations, lines, and levels specified or shown on the drawings, subject to such modifications as the Engineer may require as work progresses.

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.

11. PARTIAL POSSESSION

Whenever, as determined by the Employer any portion of work performed by the Contractor is in a condition suitable for use, the Employer may take possession of or use such portion.

Such use by the Employer shall in no instance be construed as constituting final acceptance, and shall neither relieve the Contractor of any of his responsibilities under the Contract, nor acts a waiver by the Employer of any of the conditions thereof, provided that the Contractor shall not be liable for the cost of repairs, re-work, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays to the completion of remaining portions of work, the Contractor will be entitled to an equitable adjustment.

If, as a result of the Contractor's failure to comply with the provision of the Contract, such use proves to be unsatisfactory, the Employer will have the right to continue such use until such portion of the work can, without injury to the Employer, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

12. EXISTING SERVICES

The Contractor shall search for, find, locate and protect any wiring, cable, duct, pipework, etc., within or immediately adjoining the site area.

The Contractor shall take full responsibly for safety of existing service lines, utilities and utility structures uncovered or encountered during excavation and construction operations.

The Contractor shall take full responsibility for damaging any such service lines, utility/utility structure and any cost and/or expense that arises or issues from any such damage shall be borne directly by himself. Should any damage to any such service occur the Contractor shall forthwith take remedial action, initiate safety precautions, install temporary services and carryout repair all at his own cost and expense and inform the Engineer and notify all relevant authorities.

Existing utilities which are to remain in service for or after the works are to be determined by the Contractor. If any existing service lines, utilities and utility structures which are to remain in service are uncovered or encountered during these operations, they shall be safeguarded, protected from damage, and supported. The Contractor shall preserve, maintain and keep in perfect working conditions, any existing facilities required to be preserved by the Employer/the Engineer.

13. CONSTRUCTION AREA AND ACCESS

The Employer will provide the Contractor possible space within or nearby the area of site of works for the storage of plant, equipment and materials and for Contractor's temporary office, during the currency of the Contract. In case the adjacent area as required by the Contractor is not available within the Project boundary for storage of plant, equipment and machines then the Contractor shall arrange at his own expense possible space for storage of plant, equipment and machines at his own cost and expense. On no account shall such temporary installations conflict/interfere with any of the permanent installations, services and any operational function of Employer. The handling and storage of all plants, equipment and materials at site shall be the sole responsibility of the Contractor and at no risk and cost to the Employer.

The Contractor shall protect all material against corrosion, mechanical damage or deterioration during storage and erection on site. The protection methods shall be to the approval of the Engineer

14. CONSTRUCTION & CHECKING AT SITE

The Contractor shall submit to the Engineer in due time for approval and discussion, his proposals and plans as to the method and procedure to be adopted for the temporary and permanent works involved.

The submitting to these suggestions and arrangements, and the approval thereof by the Engineer shall not relieve the Contractor of his responsibilities and duties under the Contract.

The carrying out of all work included in the Contract is to be supervised by a sufficient number of qualified representatives of the Contractor and full facilities and assistance are to be afforded by the Contractor for the Engineer or his Representative to check & examine the execution of the work.

The Engineer reserves the right to inspect all parts of the works but may at his discretion waive inspection on certain items. This shall in no way absolve the Contractor from his responsibilities. This particularly applies to the checking of materials, the accurate setting out of foundations, and to the leveling, setting and aligning of the various parts, and to the proper fitting and adjustment of manufactured and finished materials and fixtures in position.

If the Engineer or his Representative find that the work progress is slow in such a way that the works or parts thereof will not be completed in the time specified, then he shall order the Contractor to work overtime or in shifts and the Contractor shall comply. These arrangements will be free of all financial encumbrances and at no additional costs to the Employer.

In the event of night work, the Contractor shall provide sufficient and adequate lighting to the satisfaction of the Engineer or his Representative and shall supply the necessary manpower for satisfactory continuation of the work after normal hours.

15. 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.

16. PRODUCT DATA

Manufacturer's standard schematic drawings shall be modified or deleted to indicate only information which is applicable to the project. Such standard information shall be supplemented to provide all additional applicable information.

Manufacturer's catalogue sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive literature shall be clearly marked to identify pertinent materials products or models. Dimensions and required clearances shall be indicated. Shop performance characteristics and capacities shall be noted.

17. PRODUCT QUALITY AND HANDLING

Suppliers of local and foreign products and installations specified shall have been regularly engaged in the business of manufacturing, fabricating, installing and / or servicing work required for a period not less than 5 years. In addition, the Engineer may request as appropriate a:

- list of similar installations that describes project, scope and date of completion.
- complete literature, performance data, and technical data.
- list of services record within Pakistan.
- location of service office from which this installation could be maintained.

For the actual fabrication, installation and testing of the specified work use only thoroughly trained and experienced workmen completely familiar with the items required and with the manufacturers recommended methods of installation. In acceptance or rejection, no allowance will be made for the lack of skill on the part of workmen.

Use all means necessary to protect materials before, during and after installation and to protect the installed work and materials of all other trades. In the event of damage, immediately make all repairs and replacement necessary for approval and at no additional cost to the Employer.

18. INSPECTION & TESTS REPORTS

All equipment and materials furnished under these specifications and all work performed in connection therewith will be subject to rigid inspection by the Engineer or the Engineer's Representative. Acceptance of equipment and material or the waiving off inspection thereof shall in no way relieve the Contractor of his responsibility for meeting the requirements of the Contract.

The Contractor shall furnish the Engineer with certified true copies of test reports of all materials used in the manufacture and fabrication of all equipment and material including metal work, steel pipes, fire bricks etc. The result of these test shall be in such form as to show compliance with the applicable Specifications, standards and codes for the material used.

21. APPROVAL OF MATERIALS AND PLANT

21.1 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.

21.2 Submission of Samples and Data

21.2.1 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.

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

21.2.3 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.

21.2.4 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.

21.2.5 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.

21.2.6 In order to permit coordinated selection of colours 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.

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

21.2.8 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.

21.2.9 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.

21.3 Inspection

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

21.4 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.

22. 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.

23. DRAWINGS

23.1 Bid Drawings

Bid Drawings issued with the Bid 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.

23.2 Construction Drawings, Supplementary Drawings

Upon commencement of the works and furnishing by the Contractor stake out survey plan & natural ground levels, the Engineer shall issue Construction Drawings to the Contractor. The Construction drawings may be issued in stages, where necessary.

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.

When additional information regarding the geological formations or other conditions becomes available, the Engineer may find it desirable to change dimensions or design of one or more of the features of the Works to conform to the newly disclosed conditions. The Engineer reserves the right to make such reasonable changes, and the Contractor's operations shall be conducted so as to accommodate any such reasonable changes in the Works.

23.3 Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 12.1 and 12.2 above.

23.4 Checking of Drawings

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

23.5 Copies of Drawings

Drawings will be issued to the Contractor as described below:

23.5.1 Construction Drawings

Two (2) sets of the Construction Drawings will be issued to the Contractor as stated above, free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

23.5.2 Supplementary Drawings

Two (2) prints of each supplementary Drawing will be issued to the Contractor free of charge. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

23.6 Drawings to Be Furnished By the Contractor

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

23.6.1 Reinforcement Drawings

Reinforcement placement drawings and bar bending schedules (to be provided by the Contractor as per clause 11 above) of all RCC work shall be prepared by the Contractor and submitted in triplicate to the Engineer for approval, sufficiently in advance of the works in which they are intended to be used.

23.6.2 Shop Drawings

- (a) The Contractor shall submit to the Engineer for review three (3) copies of all drawings to be issued for setting out, fabrication, supply order and construction; based on data, requirements, dimensions, details, codes, standards and design provided in the drawings issued by the Engineer. Such drawings shall be submitted at least twenty-eight (28) days before they are required for use. If within a period of fourteen (14) days after submission, the Engineer notifies the Contractor that a drawing fails to comply with the relevant requirement of the Contract, it shall be rectified and resubmitted for approval at the Contractor's cost. Fabrication or construction shall not commence on any part of the Works until the shop drawings or construction drawings for that part of the Works have been approved by the Engineer.

The Works shall be executed in accordance with the drawings as approved by the Engineer. If the Contractor wishes to modify any approved drawings, he shall immediately notify the Engineer and submit revised drawings for approval. If the Engineer instructs that further drawings are necessary for executing the Works, the Contractor shall prepare such drawings and submit them for approval.

The Contractor at his cost shall rectify errors, omission, ambiguities, inadequacies and other defects.

Approval by the Engineer, in accordance with this paragraph, shall not relieve the Contractor of any of his responsibilities under the Contract.

- (b) The shop drawings shall be properly identified indicating the part of the Works, the name of the contractor / supplier etc., the date of preparation and the dates of all revisions. The Shop Drawings shall be complete and shall show the design dimensions, proposed materials to be used, finishes, type of shop paint and all other details in connection thereto.
- (c) Where adjoining work requires shop drawings, the Contractor shall prepare and submit composite shop drawings, which shall show and define the work under all affected trades. If the Contractor executes work before coordinating with other trades so as to cause interference with work of those trades, he shall make changes necessary to correct the conditions without extra cost to the Employer.
- (d) No changes shall be made by the Contractor in the resubmitted shop drawings in excess of the corrections spelled out by the Engineer and in a separate note on the shop drawings.
- (e) No work in the shop shall be started and no material or plant ordered until the Engineer has approved the shop drawings. It shall be the responsibility of the Contractor to submit the shop drawings on a schedule that allows reasonable time for checking and approval and subsequent fabrication. Failure to submit shop drawings in ample time for checking, correcting, and rechecking will not justify extension of time for completion of the Works.

- (f) The Contractor shall also check and verify all site measurements whenever requested by other Specialist Contractors or by other Sub-Contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, so as not to delay the work in any way. A copy of all such information passed on shall be given to the Engineer.

23.6.3 As-Built Drawings

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.

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.

The Contractor shall furnish to the Engineer six (6) complete sets and one reproducible copy of all As -Built Drawings within twenty eight (28) days of receipt of drawings stated above, from the Engineer.

24. 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.

25. RESTORATION AND CLEANING

Upon completion of the works the Contractor shall restore all items covered by the Contract to the satisfaction of the Engineer.

The Contractor shall do regular cleaning and clear away all rubbish and excess materials that may accumulate from time to time on completion and before handing over. Upon completion of the works, he shall obliterate all signs of temporary construction facilities such as work areas, structures, foundations of temporary structures, stock piles of excess or waste materials, or any other vestiges of construction, as directed by the Engineer. All buildings shall be cleaned; floors and paving scrubbed and the works and site shall be left in a clean and satisfactory state for immediate use and occupation. Care shall be taken not to use any cleaning materials, which may cause damage to the surface to be cleaned.

The Contractor shall also take all necessary precautions to keep the works and site free from vermin during construction and he shall leave the works vermin free on completion. Application of pest control agents shall not commence until the specific product, name, method and extent of application have been submitted to and approved of by the Engineer.

26. SITE OFFICE AND TEMPORARY FACILITIES TO BE PROVIDED BY THE CONTRACTOR

26.1 Contractor's Office, Facilities Etc.

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

26.2 Temporary Roads

"Deleted"

26.3 Temporary Services

26.3.1 Temporary Water Supply to be provided by employer

" Deleted"

At completion of the work, the temporary water services equipment and piping shall be removed by the Contractor at his own expense.

26.3.2 Temporary Electricity

To be provided by the Employer, hence the contractor shall make arrangements for electricity.

26.3.3 Waste Disposal

The Contractor shall make such temporary provisions as may be required in order to dispose of any chemicals, fuels, oils, grease, bituminous materials, waste and soil waste and the like without causing pollution to either the site or the environment. Disposal of any materials, wastes, effluent, garbage, oil, grease, chemicals and the like shall be in areas specified by the concerned local authority proposed by the Contractor and subject to the approval of the Engineer. If any waste material is dumped in unauthorized areas the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed off as directed by the Engineer and replaced with suitable fill material compacted and finished with topsoil all at the expense of the Contractor.

26.3.4 Fire Protection

The Contractor shall provide and maintain adequate fire protection in the form of barrels of water with buckets, fire bucket tanks, fire extinguisher, or other effective means ready for instant use, distributed around the project and in and about temporary inflammable structures during construction of the works.

Gasoline and other flammable liquids shall be stored in and dispensed from safety containers approved by the Engineer and storage shall not be within building.

Torch-cutting and welding operations performed by the Contractor shall have the approval of the Engineer before such work is started and a chemical extinguisher is to be available at the location where such work is in progress.

The Contractor shall follow the instructions and specifications of the Civil Defense Department or any other local department concerned with such activities.

27 CONSTRUCTION SCHEDULE

A Construction schedule shall be maintained in accordance with the provisions of the General Conditions of Contract.

The schedule shall be accompanied with sufficient data and information including all necessary particulars of constructional plant, equipment machinery, temporary Works, arrival of plant, equipment at site and their installation, method of operation, work forces employed, etc., for an activity of the Works.

Should the Engineer consider any alteration or addition in the programme and time schedule, the Contractor shall conform thereto without any cost to the Employer.

Whenever necessary and wherever the progress of the actual work shows departure, the programme and time schedule shall be undated and submitted to the Engineer for his approval.

28 SUBMISSION REQUIREMENTS

- 28.1 Schedule submission at least sixty days before the dates when reviewed submittals will be needed.
- 28.2 Submit Shop Drawings as per provision given in Sub-Clause 19.5 (a) and number of copies of Product Data which the Contractor requires for distribution plus four copies which will be retained by the Engineer.
- 28.3 Submit three samples unless otherwise specified.
- 28.4 Accompany submittals with transmittal letter, in duplicate, containing:
- Date
 - Project title and number
 - Contractor's name and address
 - The number of each Shop Drawing, Product Data and the Sample submitted.
 - Notification of deviations from Contract Documents.
 - Other pertinent data.

29 RESUBMISSION REQUIREMENTS

Shop Drawings:

- Revise initial drawings as required and resubmit as specified for initial submittal.
- Indicate on drawings any changes which have been made by the Engineer.
- Product Data and Samples: Submit new data and samples as required for initial submittal.

30 WEEKLY PROGRESS REPORT AND PHOTOGRAPHS

30.1 During the continuance of the Contract, the Contractor shall submit weekly progress on forms as approved by the Engineer. Such weekly reports shall show the actual progress completed as of date of the report plotted against the schedule as given by the Contractor at the start of work and shall be broken down so as to indicate status of all activities associated with mobilization design, material procurement, manufacture, surveys works, tests with regard to the agreed contract programme.

30.2 The Employer and the Engineer reserve the right to coordinate the schedules of this Contractor and other Contractors working at the Site, and to adjust and/or change any and all such schedules as required during the course of construction in order to achieve a coordinated project in harmony with the Employer's completion date.

30.3 Commencing after the first week of construction, and continuing every week until completion, the Contractor shall take and submit photographs to the Engineer's Representative, to show progress of his work and completion of each structure or major feature.

31 CONTRACTOR TO NOTIFY DELAYS ETC.

Any delay which will affect the completion of Works shall be detailed by the Contractor who shall state the action he is taking for effective completion of the Contract programme.

The Contractor shall submit a report in respect of the various sections of the Works, the equipment in use or held in readiness, a return of labour and supervisory staff, and details of any matters arising which may generally affect the progress of the work.

The Contractor shall give a summary of the detailed progress report giving the position with regard to the agreed Contract programme.

The progress reports shall be set out in a format to the approval of the Engineer and forwarded promptly so that on receipt the information contained therein is not more than 21 days out of date.

If during execution of the Contract, the Employer considers the progress position of any section of the work to be unsatisfactory, or for any other reason relating to the Contract, he will be at liberty to convene a meeting, and the Contractor's Representatives are to attend such meeting.

The Contractor's Site Office shall prepare and submit 6 copies of a weekly progress report to the Employer and Engineer's Site Office. This report shall summarize site activities and record and details where difficulties in maintaining the agreed programme are being experienced or are likely to cause subsequent delay.

The Contractor's Site Office shall also prepare and submit to the Engineer's Site Office 2 copies of Daily Activity Report summarizing the main activities to be undertaken each day, noting special activities such as a test, alignment checks, etc. The Contractor shall be responsible for expediting the delivery of all material and equipment to be provided by him and his subcontractors.

32 PHOTOGRAPHS

As soon as work commences on Site, the Contractor shall provide at least 10 to 12 photographs (alongwith soft copy) of the works from positions to be selected by the Engineer. Each photographic print shall not be less than 297mm x 210mm and shall bear a printed description, a serial number and the date when taken.

The negatives/soft copy of all photographs shall be held at the Contractor's Site Office, numbered and handed over to the Employer at the completion of the Contract.

33 SIGN BOARD (Deleted)

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer two (2) Sign Boards of dimensions approved by the Engineer. The Sign Boards shall be made of metal. It shall be mounted on steel 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.

34 SITE OFFICE FOR EMPLOYER'S /ENGINEER'S STAFF

"This Clause is Deleted"

The Contractor shall provide all office furniture including table chairs etc. and maintain a site office for Employer's/Engineer's staff.

The contractor shall provide the site office along with furnishing and equipment within 14 days of the date of commencement.

The site office shall be maintained by contractor up to the expiry of Defects Liability Period.

No payment shall be made to the contractor for the works involves under this sub clause. The cost thereof shall be deemed to have been included in the total price quoted by contractor.

35 TRANSPORT FOR EMPLOYER AND THE ENGINEER

"This Clause is Deleted"

The Contractor shall provide vehicle for the exclusive use of Employer/Engineer's Representative staff and The Engineer to meet their transportation needs in connection with the project.

No separate payment shall be made to the contractor for the facilities involved under this sub-clause. The cost thereof shall be deemed to have been included in the total price quoted by the contractor for the works.

In case the contractor fails to provide the mentioned facility to the Employer/The Engineer, the number of vehicles prevailing at the time of commencement date of the contract shall be deducted from the contractor's payment certificates.

36 COORDINATION OF WORK AT SITE

The Contractor shall take cognizance that during the execution of the project, other Contractor will be working concurrently on this site.

All works of his responsibility shall be coordinated by the Contractor so as to give the necessary facilities to other Contractor or their workman or any other employ, who execute or supervise any work on the site.

The Contractor shall ensure that the necessary safety precaution will be observed and interferences shall be avoided specially for the works executed side by side by different Contractors.

Due consideration must be given to permit access to sections of the work as required by other Contractors for the extension of their works. With a view to coordinate the works, the Engineer may from time to time direct the order of the works to be carried out.

No payment shall be made to the Contractor for the works involved under this sub clause.

37 SITE FACILITIES TO BE PROVIDED BY THE CONTRACTOR

37.6.1 General

Without prejudice to the generality of the various clauses of the Contract, particular attention is drawn to the obligation of the Contractor to make his own arrangement at his own expense for the following.

37.6.2 Labour Camps and Staff Residences

Labor Camp to be provided by the employer

The Contractor shall provide, operate and maintain labour camps and staff residences and are required for the proper and efficient progress of the work to house his own employees. For the purposes of operation and maintenance of the Camps and Residences, the Contractor shall comply with the rules of Pakistan Labour Camp Rules 1960 and all other applicable provisions of the Pakistan Labour Laws.

37.6.3 Administrative and Field Office

The Contractor shall provide, operate and maintain administrative and field offices required for his staff and would be responsible for Operation and Maintenance, furniture, equipment, appliances, janitor services and security of the same.

37.6.4 Work yards and Storage Areas

The Contractor shall provide, operate and maintain all sheds, fencing, foundations and all above ground structures required to store material or equipment brought on to the site by him. The Contractor shall be responsible for the security of his entire camps, residence, site and field offices work yard and storage area.

37.6.5 Water Supply, Sewerage System and Electricity

The Contractor shall make his own arrangement, at his own expense for provision, operation and maintenance of electric supply, reasonable supplies

of raw and potable water and sewerage system at the site of works and his labour camps, staff residences and offices. The Contractor shall pay all fees, and charges (including bills) of whatsoever nature to the concerned departments (if any) in order to procure connections of the above facilities and thereafter using these facilities.

37.6.6 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.

37.6.7 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.

38. CONSTRUCTION PROCEDURES

The Contractor shall advise the Engineer of proposed construction procedures in accordance with the General Conditions of Contract.

If the Engineer shall see that the work progress is slow in such a way that the work will not be completed in the time specified, then he shall order the Contractor to work overtime or in more shifts and the Contractor shall obey these orders without any additional payments and without any objections or request for compensation.

39. NOTIFICATION TO ENGINEER

The Engineer shall be notified daily in writing of the nature and location of the Works the Contractor intends to perform the next day 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.

40. 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.

41. WEATHER

No work is to be undertaken when, in the opinion of the Engineer, the weather is so unsuitable that proper protection of the work cannot be ensured.

42. 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 a disagreement or dispute arise between the Contractor and other contractors, the same 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 access 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 Contractors.

43. 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.

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.

All false work, scaffolding and handrails 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.

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

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

44. SETTING OUT OF WORK AND SURVEY

44.1 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 benchmarks and reference points.

44.2 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.

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 provide experienced construction surveyors with adequate experience in the construction surveys similar in nature as required by this Contract.

Based upon established basic control monuments the Contractor shall establish all lines and grades necessary to control the Works, and shall be responsible for all measurements that may be required for execution of the Works to the tolerance prescribed below.

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 24 hours 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 levelling line meant for establishing Temporary Bench Mark (TBMs) shall not exceed $0.045 \times \sqrt{M}$ foot, where M is in miles. The permissible closing error shall be duly adjusted.

The Contractor shall provide all materials, equipment and labour required for surveying work, including, but not limited to, instruments, stakes, spikes, steel pins, templates, platforms, and tools, and except as required to be incorporated in the work or left in place, all such materials and equipment, shall remain the property of the Contractor. Surveying instruments shall be in perfect working condition and shall be subject to rigid inspection for proper operation at least after every two weeks of use. Defective instruments shall be promptly replaced or repaired and adjusted to the satisfaction of the Engineer.

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.

45. PAYMENT OF WORK

Payment shall not be made for the works involved within the scope of this section of specification and is deemed to be covered in rates of other BOQ items.

46. ENVIRONMENTAL PROTECTION

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 works. Except where 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 confirm

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.

BILL OF QUANTITY

Project Title:		DESIGN, SUPPLY, FABRICATION AND INSTALLATION DOUBLE STOREY PREFABRICATED BUILDING (SANDWICH PANEL TYPE)		
Project Location:		Civil Secretariat, Peshawar		
Client:		Director SSU		
A. SUMMARY OF COST:				
S,#	Description	Quantity (Area)	Unit Rate per Sft	Amount
1.	Complete Design and engineering with complete calculation, stability certificate, drawings, shop drawings and get approval from client as per standard.	1		
2.	<p>a). Civil works, such as foundations, Tile Works, Concrete flooring and roofing.</p> <p>b) Installation of structure, and sandwich panel 75mm outer walls, and 50mm partition walls including supplying, labor cost etc.</p> <p>c) Electrical, Plumbing Works.</p>			
a)	Ground Floor	2100 – Sft		
b)	First Floor (With Shade)	2736 – Sft		
		GRAND TOTAL PKR.		

All bidders to enclosed the complete breakup/ calculation of bill of quantities, drawing for civil, electrical and plumbing works, and specification of material. Rates quoted on assumption shall not be entertained, and will be considered non-responsive.

NOTES & ASSUMPTIONS

The proposed Double-Story Prefabricated Building has been designed to provide an efficient, durable, and modular structure that optimally utilizes available space. The Ground and First Both floors are accommodating office spaces, designed for functionality, comfort, and aesthetics, incorporating modern prefabrication technology to ensure rapid installation and superior quality.

The entire structure is based on a Pre-Engineered / Prefabricated System, consisting of a robust steel framework, insulated sandwich panels for walls and roofing, and high-quality finishes that ensure durability, thermal insulation, and low maintenance. The prefabricated design approach minimizes on-site construction time, reduces environmental impact, and ensures consistent quality control under factory conditions.

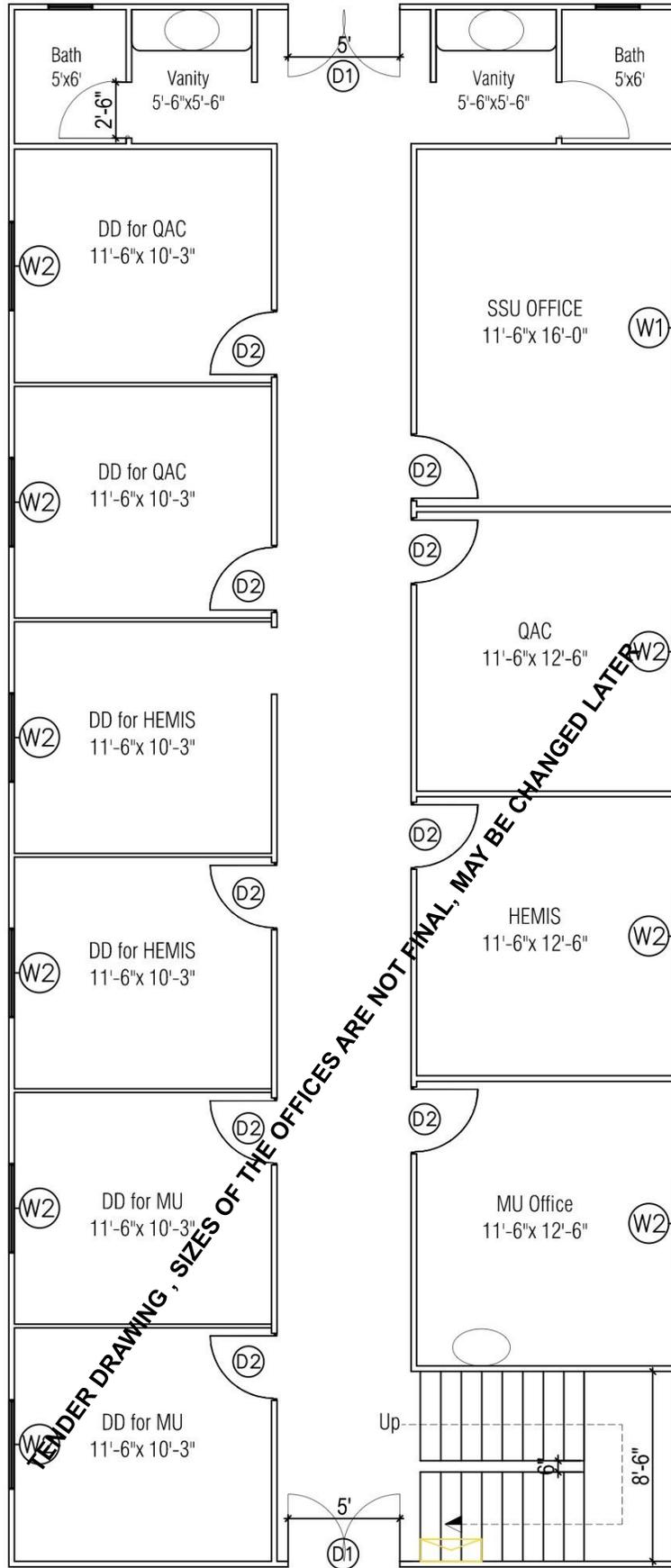
The project has been developed in accordance with national standards such as BS codes, and local building regulations. The design considers wind load, live load, and seismic safety as per the Building Code of Pakistan (Seismic Provisions). All structural members and connections are designed for long-term stability and performance.

The prefabricated system offers the advantages of fast-track construction, flexibility in design modification, reusability, and cost efficiency, making it an ideal solution for modern facilities requiring quick deployment and functional space utilization

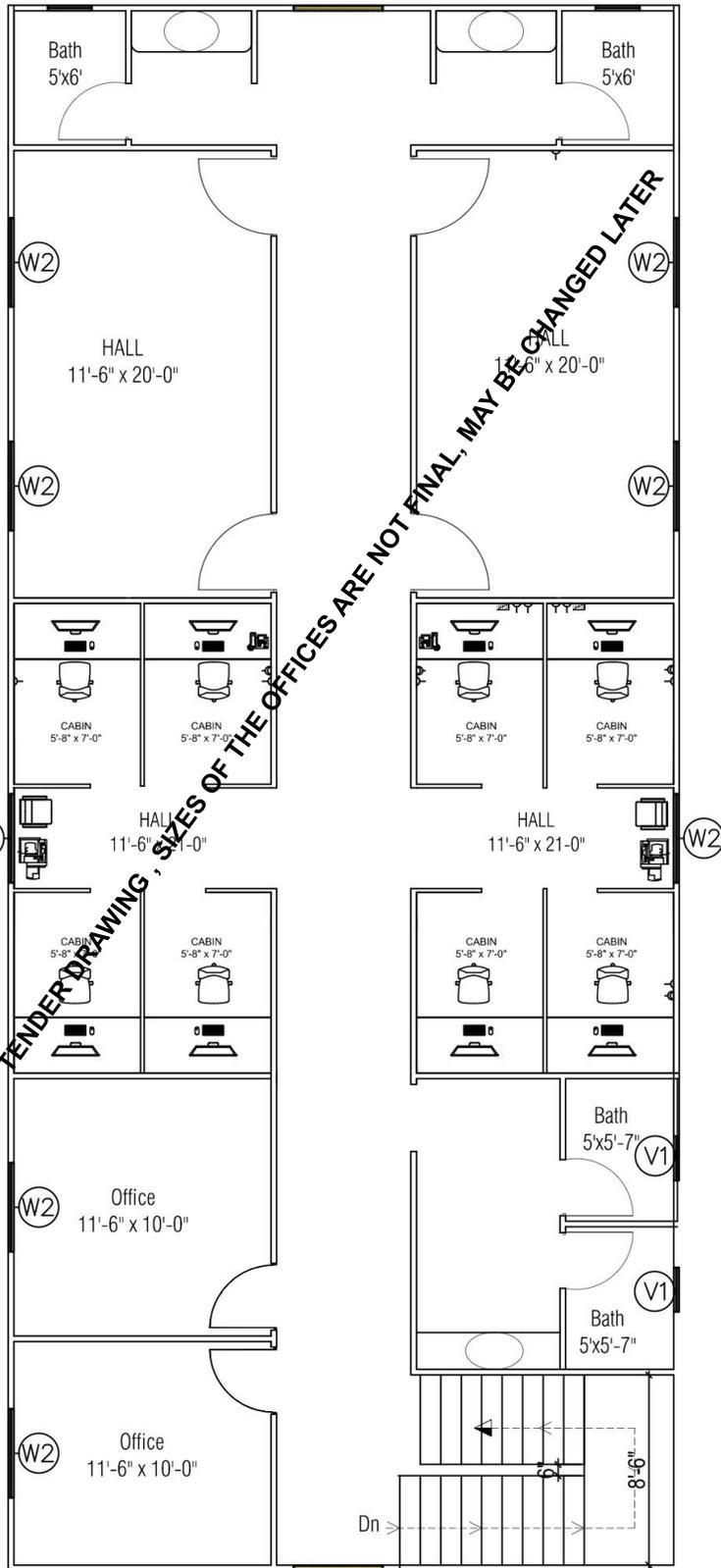
Payment Schedule

(Payment to the Bidders will be made against satisfactory performance and upon submission of required documents along with report of inspection committee formulated for the purpose. However, if there is any alternate payment schedule, agreed by the Procurement Entity and Bidder, will be annexed here)

Drawings



Ground Floor



First Floor