

TENDER NOTICE
GHULAM ISHAQ KHAN INSTITUTE OF ENGINEERING SCIENCES
AND TECHNOLOGY TOPI, SWABI INVITES SEALED BIDS ON
LABOR RATE FOR THE
CONSTRUCTION OF FACULTY RESIDENTIAL APARTMENTS AT GHULAM
ISHAQ INSTITUTE, TOPI, KHYBER PAKHTUNKHAWA.

1. GIK invites the firms/contractors to file proposals on per square feet basis for execution of the project "Construction of grey structure for faculty accommodation (about 20,000 Sqft) & staff quarter (about 10,000 sqft) on labour rate basis (without material)". The authority has the right to adjust the area of the project.
2. The bidders can participate in both as well as a single project.

Name of Work	Completion period	Tender Fee	Bid Security	Relevant Documents
Construction of grey structure faculty accommodation & staff quarter.	6 x Months	Rs 5,000/-	2% of Bid price, same will be submitted in shape of bank guarantee/ CDR from a scheduled bank of Pakistan.	<ul style="list-style-type: none"> ● Valid PEC Certificate. ● NTN number and should be on Active Taxpayers list. ● Affidavit for no litigation. ● Bank Account maintenance Certificate.

3. The Bidders registered with PEC in Category C5 or higher and duly licensed by PEC in relevant code with related field of specialization can participate. In case of validity if license has expired, the bidder must have applied for renewal of license before submission of bid. However, bidder will be bound to produce a valid PEC certificate and enlistment with GIK before issuance of Acceptance Letter.
4. "Single Stage Two Envelope" procedure will be adopted. Application with all requisite details and supporting documents as given in bidding documents be submitted in a sealed envelope (technical & financial) at the address given below. The financial proposal must be inclusive of all taxes and duties.
5. Detail specifications and all other terms and conditions can be downloaded from GIK website (www.giki.edu.pk) or collected personally from GIK Admin Block room # F09 after 2 days of publishing of this advertisement. Bids will be submitted latest by 1600 on **17th August 2022**. Technical Bids will be opened on the same date by **1630 hours** in the Conference Room of GIK. Financial bids of only technically qualified contractors / firms will be opened.
6. Prebid meeting with respect to same will be held on **11 August 2022** at 1100 hours in the conference room of GIK.
7. The Employer reserves the right to accept any or reject any or all Bids without assigning any reason or suffering any liability thereof.
8. The Employer is not bound to award the Contract to any or the lowest bidder. The Institute will decide award of Contract after scrutiny/evaluation of the complete bids. Final decision will be communicated accordingly.

Director (Project & Works)
GIK Institute

GIK Institute of Engineering Sciences & Technology, Topi Distt Swabi. Phone No. 0938-281026

INSTRUCTIONS

FOR

TENDER

INSTRUCTIONS TO TENDERERS

GENERAL

- 2.01 **Ghulam Ishaq Khan Institute of Engineering Sciences and Technology, Topi, Swabi** hereinafter referred to as the “Employer”, invites tenders for the Construction of 3 x Blocks of faculty residential apartments (Ground + 2 Floors) and 1x Block of apartments for staff (Ground + 3 Floors) at Ghulam Ishaq Khan Institute (GIKI) located at Topi, Khyber Pakhtunkhwa.
- 2.02 Firms licensed by PEC in category C-05 and above and registered with tax authorities as an Active Taxpayer are allowed to submit the tenders for the construction works strictly in accordance with the conditions, stipulations and the requirements described and set forth in these tender documents.
- 2.03 The submission of a tender will imply full acceptance on the part of the tenderer of these instructions, conditions, stipulations, and the requirements described and set forth in these tender documents.

TENDER DOCUMENTS

- 2.04 The following together comprise the tender documents and are an integral part thereof:
- a) Tender Notice
 - b) Instruction to Tenderers
 - c) Special Provisions and Special Stipulations
 - d) Bill of Quantities
 - e) Tender Drawings
 - f) Addenda and Corrigenda, if any, issued by the Employer /Architect.
 - g) Form of Tender
 - h) Tender Guarantee from a Schedule Bank
 - i) Form of Agreement
 - j) Form of performance Guarantee
 - k) Form of Mobilization Advance Guarantee
 - l) Form of Bid Security

INSPECTIONS OF SITE AND DOCUMENTS

- 2.05 Participants shall inspect the site of work and surroundings and shall satisfy themselves before submitting their tenders as to the quantities and nature of works, climatic conditions, the locations, form and nature of the site and the terrain, the requirements and availability of manpower, labor, materials, water, electricity and roads, the means and access to the site, transportation and communication facilities and in general shall themselves obtain all necessary information as to cost, risks, contingencies and other circumstances which may affect or influence their tenders. The costs of visiting the site shall be at the tenderer's own expense.

- 2.06 The employer shall not assume any responsibility for information, interpretation & deductions the Tenderers may make from the data furnished by the Employer or the Architect, no verbal understanding, agreement or conversation with any officer, employee or agent or the employer or the Architect, either before, during or after the execution of the Contract, shall affect or modify any of the terms or obligations contained in the tender documents.

EXPLANATION OF DOCUMENTS

- 2.07 Any tenderer who may have any doubt or question as to the true meaning of any part of the tender documents should deliver to the Employer or the Architect a written request for a clarification or answer thereof, prior to the date set for opening of the Tenders. Any explanations, revisions, additions, or deletions to the tender documents will be made only by formal addendum, fully signed, and issued by the Employer/Architect and mailed or delivered to each tenderer who has received a set of tender documents, such addendum will become an integral part of the tender documents and receipt thereof must be acknowledged by return of the form issued with the addendum. Each addendum shall be signed by the Tenderers. The Employers shall not be responsible or bound by any explanations, revisions, additions, or deletions to the tender documents except those contained in the formal addendum signed and issued by the Employer.

SUFFICIENCY OF TENDER

- 2.08 Each tenderer shall be deemed to have fully satisfied himself before submitting the Tender as to the correctness and sufficiency of his Tender and of the rates on prices stated in the Bill of Quantities which rates and prices shall, except in so far as it is otherwise expressly provided in the Tender Documents must cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 2.09 No tender shall have any right to make any objection excuse or claim about correctness and sufficiency of his Tender after acceptance of his Tender by the Employer.

TENDER DRAWINGS

- 2.10 Tender drawings showing the proposed work are also being issued with the tender. The Architect, however, reserves the right to make any addition, alteration or modification in these drawings or specifications at any time in the best interest of the work.

COST OF TENDERING

- 2.11 Tenderers will have no claim for reimbursement of any expenses of kind whatsoever incurred in connection, for and submission of these tenders.

PREPARATION OF TENDER

- 2.12 In preparing their tender, the Tenderers shall observe the following requirements.
- a) Tenders shall be prepared by filling out the forms provided therefore completely and without alternations or modifications. All entries, numerals and the signatures of all persons signing the tenders shall be without interlunations or ensures expect those necessary to correct errors made by the person or persons signing the Tenders.
 - b) All entries in the Tender and supplementary information to be resubmitted therein shall be in English language.
 - a) The Tender must be signed by a person authorized to do so on behalf of the Tenderer or if the Tender is submitted by a Partnership, it must be signed by each partner or by one holding a power of attorney authorizing him to do so.
- 2.13 Incomplete / conditional tenders shall be liable for rejection by the Employer.

SUPPLEMENTARY INFORMATION

- 2.14 Each Tenderer shall submit the following supplementary information along with their pre-qualifications his tender:
- a) Copies of final documents defining the constitution and legal status, place of registration or principal place of business of the company or firm or partnership or if a joint venture of each party thereto constituting the bidder.
 - b) Schedule for Construction works for various activities proposed by the Tender from commencement of mobilization to completion. The schedule shall be in sufficient detail to adequately show the sequence of various operations proposed and the period of time estimated for performing each activity and phase of work.
 - c) A list of plant, machinery, and equipment which the Tender propose to create for satisfactory execution of the work.
 - d) A chart of the organization which the Tenderer propose to create for satisfactory execution of the work. The chart shall indicate the details of personnel employed or proposed to be employed by the Tenderer for completion of the work.
- 2.15 If the Tenderers propose to appoint sub-contractors for part of the work, he will submit a list of sub-contractors with full particulars, bio-data and postal addresses, along with his Tender. The sub-contractors will be subject to the approval of the Architect.
- 2.16 Tenderers must give with their Tenders, the address at which notices may validly be served on them.

SUPPLY OF MATERIALS

- 2.17 No materials/equipment, required for execution of the work, shall be supplied or arranged by the Employer. It shall be the responsibility of the Tender to procure all materials required for the timely completion of works.

BID SECURITY

- 2.18 The original tender shall be accompanied by bid security in an amount equal to two percent (2%) of the tender price in Pakistani currency in the form of pay order / deposit-at-call issued by a scheduled Bank of Pakistan with AA rating in favor of “Ghulam Ishaq Khan Institute of Engineering Sciences and Technology, Topi, Swabi (GIK)”. The bid security shall have a validity of not less than 60 (Sixty) days from the date set by the Employer for the opening of the Tenders.
- 2.19 The purpose of the bid security is to guarantee that the Tenderer who receives the Notice of Award from the Employer shall enter into an Agreement with the Employer of execution of the work covered by the Tender. Should the successful Tenderer fail to enter into an Agreement for any reason, the Employer will forfeit the bid security. The bid security of the successful Tenderer will be retained till Contract is signed and a performance bond is furnished by the successful bidder.
- 2.20 The limit of retention money is 5% (five percent) of the contract price. Therefore, any adjustments and additions regarding this limit of retention money vis-à-vis contract price and the validity of the bank guarantee against retention money will be made up at appropriate times of such requirements under the contract but not later than 15 (fifteen) days of the Employer instructions to do so.
- 2.21 The bid security of the successful bidder shall be returned on Employer’s signing the agreement with the successful tenderer and but not later than 60 (Sixty) days following the date for the opening of the tenders. The earnest money deposited by unsuccessful bidders would be returned after signing of agreement with successful bidders and but not later than 60 (Sixty) days from the date of tender opening.
- 2.22 The tenders, without the required bid money will not be considered by the Employer.

2.23 SECURED ADVANCE

- (1) The Contractor shall be entitled to receive from the Employer Secured Advance, if needed against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials in accordance with the Specifications brought at the Site but not yet incorporated in the Permanent Works provided that:

- (2) 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.
- (3) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment, therefore.
- (4) 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
- (5) The recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the interim payments on actual consumption basis.

BILL OF QUANTITIES AND PRICING

- 2.24 The Tenderers will fill in the per square foot rate or price against each in the Bill of Quantities (both in figures and words) whether quantities are stated or not. Items against which no rate or price is entered shall be deemed to be covered by other rates or prices in the Bill of Quantities.
- 2.25 The prices and rates inserted by the tenderers shall be deemed to be the full inclusive value of the work described under several items in the Bill of Quantities including all costs and expenses which may be required in and for the construction and maintenance of the works, together with all risks, liabilities contingencies and obligation imposed or implied by each and every one of the tender documents except where specified and explicitly provided for otherwise.
- 2.26 In the event of there being any discrepancy between the unit rate in “words” and “figures” the unit rate in “words” will be taken as correct and the total amount will be adjusted accordingly.
- 2.27 In the event of there being any discrepancy between “unit rates” will be taken as correct and the “total amount” will be adjusted accordingly.
- 2.28 The quantities set forth in the bill of quantities are estimated quantities to be use only for comparing tendered and the Architect does not expressly or by implication agree that the actual quantities to be executed under the contract will correspond with these estimated quantities. Payment under the contract will be made only on the actual quantities of the work done at the unit rates entered in the bill of quantities.

SUBMISSION OF TENDER

- 2.29 The original tender and the bid security along with supplementary information shall be properly sealed and delivered in person or by registered mail to the following

address so as to reach in the Director Works, GIK Institute Office located at Topi, Swabi on or before the time and date given in the tender notice.

- 2.30 Each page of the tender documents including addendum, if any, shall be signed by the duly authorized person on behalf of the Tenderers.
- 2.31 It is the responsibility of the tenderers to ensure that their tenders reach the above address in time.

AWARD OF CONTRACT

- 2.32 The Employer will award the Contract to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated bid price provided further that the capability and resources to carry out the Contract effectively. Thereafter, the successful tender will be required to execute a formal Agreement and to submit a performance bond and to complete other formalities for commencement of the work. Failure of the successful tenderer to sign the agreement and / or to submit a performance bond within 7 (Seven) days of the issue of the said Notice of Award shall be a just cause for the annulment of the award of the contract and in the event of such annulment.
- 2.33 The Employer reserves the right to reject any or all tenders without assigning any reason whatsoever.

MOBILIZATION

- 2.34 If the successful tenderers to whom the Notice of Award is issued by the Employer does not mobilize at the site of work and take appropriate steps to commence the work within 05 (five) days of Project Engineer's Order to commence, the bid security deposited by him along with his tender shall stand forfeited in favor of the Employers as liquidated damages.

COMPLETION TIME

- 2.35 The works are to be satisfactorily completed in all respects within six calendar months starting from date of the issue of the Employer's Order to commence. It is an incentive Contract: Failure of the contractor to complete the whole of works within this period will result in the imposition and recovery of the liquidated damages under the contract and if the Contractor completes the Project before this period will result in getting bonus under the contract.

PERIOD OF MAINTENANCE/DEFECT LIABILITY PERIOD

- 2.36 The period of Maintenance/Defect Liability shall be 364 days from the date of issue of the final certificate of completion by the Consultant.

UNAUTHORIZED ALTERATION OF TENDERS

- 2.37 No unauthorized alteration should be made in the form of tender and the accompanying documents and if any such alteration is made or if the bill of quantities

or for those are not properly filled in or if these instructions are not fully complied with, the tender is likely to be rejected by the Employer.

2.37 FEDERAL INCOME TAX AND PROVINCIAL SERVICES TAX DEDUCTIONS

All payments shall be subject to deduction of federal income tax, provincial services tax, and other government levies as applicable at source as per requisite provisions.

2.38 COMPLIANCE OF LABOR LAWS

The contractor shall be entirely responsible at its own cost, to comply with all labor laws as required (social security, EOBI, etc)

CONDITIONS OF CONTRACT

(General Conditions of Contract)

The Employer: GIK Institute Topi Swabi

The Contract: Construction of 3x Blocks of Faculty Accommodations
(Ground + 2 Floors) and 1x Block of apartments for staff (Ground + 3 Floors)

Ghulam Ishaq Khan Institute,
Topi, KPK

**CONDITIONS OF CONTRACT
GENERAL CONDITIONS**

The Conditions of Contract: General Conditions shall be those of the "Conditions of Contract for Works of Civil Engineering Construction" fourth edition 1987, reprinted in 1992 with further amendments, prepared by the *Federation Internationale des Ingenieurs-Conseils (FIDIC)*. These Conditions are subject to the variations and additions set out hereof entitled "Conditions of Particular Application."

CONDITIONS OF CONTRACT

FOR WORKS OF CIVIL

ENGINEERING CONSTRUCTION

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

PARTICULAR CONDITIONS OF CONTRACT

CONTENTS

PART II – CONDITIONS OF PARTICULAR APPLICATION

No.	Description
1.1	Definitions
2.1	Engineer's Duties and Authority
2.2	Engineer's Representative
2.7	Engineer Not Liable
5.1	Language(s) and Law
5.2	Priority of Contract Documents
6.6	Shop Drawings
6.7	As-Built Drawings
10.1	Performance Security
10.4	Performance Security Binding on Variations and Changes
14.1	Program to be submitted
14.3	Cash Flow Estimate to be submitted
14.5	Detailed Program and Monthly Progress Report
15.2	Language Ability of Contractor's Representative
15.3	Contractor's Representative
16.3	Language Ability of Superintending Staff of Contractor
16.4	Employment of Local Personnel
19.3	Safety Precautions
19.4	Lighting Works at Night
20.4	Employer's Risks
21.4	Exclusions
31.3	Co-operation with other Contractors
34.2	Rates of Wages and Conditions of Labor
34.3	Employment of Persons in the Service of Others
34.4	Housing for Labor
34.5	Health and Safety
34.6	Epidemics
34.7	Supply of Water
34.8	Alcoholic Liquor or Drugs
34.9	Arms and Ammunition
34.10	Festivals and Religious Customs
34.11	Disorderly Conduct
34.12	Compliance by Sub-Contractors
35.2	Records of Safety and Health
35.3	Reporting of Accidents
36.6	Use of Pakistani Materials and Services
41.1	Commencement of Works
47.1	Liquidated Damages for Delay
47.3	Bonus for Early Completion of Works

- 51.2 Instructions for Variations
- 52.1 Valuation of Variations
- 53.4 Failure to Comply
- 54.5 Condition of Hire of Contractor's Equipment
- 60.1 Monthly Statements
- 60.2 Monthly Payments
- 60.10 Time for Payment
- 60.11 Secured Advance on Materials
- 60.12 Financial Assistance to Contractor
- 63.1 Blacklisting of Contractors
- 65.2 Special Risks
- 67.3 Arbitration
- 68.1 Notices to Contractor
- 68.2 Notices to Employer and Engineer
- 71.1 Currency Restrictions
- 73.1 Payment of Income Tax
- 74.1 Bribery and Collusion
- 74.2 Integrity Pact
- 75.1 Termination of Contract for Employer's Convenience
- 76.1 Liability of Contractor
- 77.1 Joint and Several Liabilities
- 78.1 Details to be Confidential

PART II – PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

The Employer is, Director Works “Ghulam Ishaq Khan Institute of Engineering Sciences and Technology, Topi, Swabi (GIK)”

"Bidder or Tenderer" means any person or persons, company, corporation, firm, or joint venture submitting a Tender.

The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Document".

"Program" means the program to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.

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

2.1 Engineer's Duties and Authority

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 recourse to the provisions as set out in the above paragraph, and 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, and shall notify the Contractor accordingly, with a copy to the Employer.

2.7 Engineer not Liable

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

5.1 Language(s) and Law

- (a) The Contract Documents, shall be drawn up in the English language

- (b) The Contract shall be subject to the Laws of Islamic Republic of Pakistan.

5.2 Priority of Contract Documents

- (1) The Contract Agreement (if completed).
- (2) The Letter of Acceptance.
- (3) The Form of Bid
- (4) The Addendum (If any).
- (5) Special Stipulation (Appendix A)
- (6) The Particular Conditions of contract
- (7) The General Conditions
- (8) The Appendices
- (9) The Drawings.
- (11) The Specifications.
- (12) The Priced Bill of Quantities.

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.

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer 3 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.

10.1 Performance Security

The Contractor shall provide Performance Security to the Employer in the prescribed form. The said Security shall be furnished or caused to be furnished by the Contractor within 7 days after the notice of award Letter. The Performance Security shall be of an amount not less than 10% of the Contract Price. Such Security shall be in the form of Bank guarantee from any Scheduled Bank of Pakistan of AA rating acceptable to the Employer. This performance security shall remain valid for 28 days after issuance of Defect Liability Certificate.

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

10.4 Performance Security Binding on Variations and Changes

The Performance Security shall be binding irrespective of changes in the quantity's variations in the Works or extensions in time for completion of the Works, which are granted or agreed upon under the provisions of the Contract.

14.1 Program to be submitted

The program shall be submitted within 14 days from the date of receipt of Letter of Acceptance

14.3 Cash Flow Estimate to be submitted

The detailed Cash Flow Estimate shall be submitted within 14 days from the date of receipt of Letter of Acceptance

Add the following Sub-Clause:

14.5 Detailed Program and Monthly Progress Report

(a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed program for the following:

- (1) Execution of Works.
- (2) Labor Employment.
- (3) Local Material Procurement.
- (4) Material Imports, if any; and
- (5) Other details as required by the Engineer.

(b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 8th day of the following month, 04 copies each of monthly progress reports covering:

- (1) A Construction schedule indicating the monthly progress in percentage.
- (2) Description of all work carried out since the last report.
- (3) Description of the work planned for the next 56 days sufficiently detailed to enable the Engineer to determine his program of inspection and testing.
- (4) Monthly summary of daily job record.
- (5) Photographs to illustrate progress; and
- (6) Information about problems and difficulties encountered, if any, and proposals to overcome the same.

(c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location, and assignment of Contractor's equipment.

15.2 Language Ability of Contractor's Representative

The Contractor's authorized representative shall be fluent in the English language,

15.3 Contractor's Representative

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

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

Add the following Sub-Clauses:

16.3 Language Ability of Superintending Staff of Contractor

A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language.

16.4 Employment of Local Personnel

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

19.3 Safety Precautions

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

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

19.4 Lighting Works at Night

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

20.4 Employer's Risks

The Employer's Risks are:

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

21.4 Exclusions

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

Add the following Sub-Clause:

31.3 Co-operation with other Contractors

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

34.2 Rates of Wages and Conditions of Labor

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labor

Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labor, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, unless otherwise 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.

34.5 Health and Safety

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

34.6 Epidemics

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

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

34.12 Compliance by Sub-Contractors

The Contractor shall be responsible for compliance by his Sub-Contractors of the provisions of this Clause.

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

36.6 Use of Pakistani Materials and Services

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

41.1 Commencement of Works

The Contractor shall commence the Works on Site within the period named in Appendix to Tender 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.

47.1 Liquidated Damages for Delay

In the sixth line of the Sub-Clause, delete the words "and not as a penalty"

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

The liquidated damages for each day of delay in completion of the whole of the Works, or if applicable any Section, shall be as given in Appendix to Tender, subject to a maximum of 10% of the Contract Price stated in the Letter of Acceptance.

47.3 Bonus for Early Completion of Works

The Contractor shall in case of earlier completion for either whole of the works pursuant to General Conditions of Contract, be paid bonus up-to a limit or at a rate equivalent to 5% of relevant limit and rate of liquidated damages prescribed under Clause 47.1 above.

51.2 Instructions for Variations

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

52.1 Valuation of Variations

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.

53.4 Failure to Comply

Delete this Sub-Clause in its entirety.

54.5 Condition of Hire of Contractor's Equipment

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.

60.1 Monthly Statement

In the first line after the word "shall", add the following:

Based on the joint measurement of work done.

60.2 Monthly Payments

60.10 Time for Payment

The amount due to the Contractor under any interim 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 certificate has been delivered to the Employer, or, in the case of the Final Certificate, within 28 days, after such Final Payment Certificate has been delivered to the Employer.

60.11 Secured Advance on Materials

- a) The Contractor shall be entitled to receive from the Employer Secured Advance against an indemnity bond acceptable to the Employer of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
- (1) The materials are in accordance with the Specifications for the Permanent Works. The materials are limited to Cement, reinforcement steel, aluminum, Granite, tiles, and marble. (Prior sample approval from the Engineer is mandatory before bringing in on site)
 - (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 therefore;
 - (5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and
 - (6) The sum payable for such materials on Site shall not exceed 70 % of the ex-factory/ex-warehouse price of locally manufactured or produced materials. No advance shall be paid against Perishable items (list of items are mentioned above).
- (b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be affected from the interim payments on actual consumption basis.

60.12 Financial Assistance to Contractor

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

Mobilization Advance

- a) An interest-free Mobilization Advance up to 10% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor upon submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank of Pakistan of AA rating:
- (1) Will be paid within 14 days after signing of the Agreement and date of receipt of Engineer's Notice to Commence after fulfilling all pre-requisites to the satisfaction of the Engineer
- (b) This Advance shall be recovered in first three running bills in equal installments.

63.1 Blacklisting of Contractors

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 Byelaws 1987, as amended from time to time.

65.2 Special Risks

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

67.3 Arbitration

Any dispute shall be settled mutual but in case of stalemate, finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force". The place of arbitration shall be Islamabad.

68.1 Notice to Contractor

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

68.2 Notice to Employer and Engineer

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

- a) Director Works
GIK Institute Topi, Swabi

- b) The Engineer:

Shall be communicated on signing of the contract.

70.1 Increase or Decrease of Cost

Escalation clause is not applicable

71.1 Currency Restrictions

Only in Pakistani rupee

73.1 Payment of Income Tax

The Contractor, Sub-Contractors 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.

74.1 Bribery and Collusion

- (1) The Employer shall be entitled to terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination if the Contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, any action in relation to obtaining, or in the execution of the Contract or any other contract with the Employer or for showing favor to any person in relation to the Contract or any other contract with the Employer, or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if the Contractor shall have come to any agreement with another Contractor or number of Contractors whereby an agreed quotation or estimate shall be offered as a bid to the Employer by one or more Contractors.
- (2) In the event of such termination, the Contractor shall:
 - a) proceed as provided in Sub-Clause 65.7 hereof; and
 - b) be paid by the Employer as provide in Sub-Clause 65.8 hereof, provided that any loss referred to in Sub Clause (1) of this Sub-Clause shall first be deducted.

74.2 Integrity Pact

Add the Sub-Clause

75.1 Termination of Contract for Employer's Convenience

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

- (a) Shall proceed as provided in the relevant Sub-Clause hereof; and
- (b) Shall be paid by the Employer as provided in the relevant Sub-Clause hereof

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

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

APPENDIX "A"

SPECIAL STIPULATIONS

The stipulations outlined hereunder in the form of a Table summarize certain terms and conditions which are set forth in the Instructions to Tenderers. General conditions of contract and special provisions and these stipulations form an integral part of the contract.

- | | | |
|-----|---|--|
| 1. | Amount of Bid Security | 2% (Two Percent) of the Tender Bid amount. |
| 2. | Form of Bid Security | Either a pay order or deposit-at-call from a schedule Bank of Pakistan with AA rating in favor of the Employer. |
| 3. | Bid Security | <p>a) <u>Successful Bidder.</u>
To be returned on Employers signing the Agreement but not later than 60 Days from the signing of Contract with the successful Contractor.</p> <p>b) <u>Unsuccessful Bidders</u>
To be returned on Employers signing the Agreement with successful Tender but not later than 60 Days from the signing of Contract with the successful Contractor.</p> |
| 4. | Time of signing of formal agreement with the successful Tender | Within 7 (Seven) days of the date of issue of Notice of Award. |
| 5. | Time of submission of Performance Bank Guarantee. | Within 7 (Seven) days of the date of issue of Notice of Award. |
| 6. | Amount of Performance Bank Guarantee | 10% (ten percent) of the contract price from a schedule Bank with AA rating. |
| 7. | Release of Performance Bank Guarantee. | On issue of maintenance Certificate by the Consultant. |
| 8. | Time of commencement of work. | Within 7 (Seven) days of employer's order to commence the work. |
| 9. | Time of completion of employers works | 180 days from the order to commence the works. |
| 10. | Amount of liquidated damages for Non-completion of the works within | 0.1% of the contract price per day |

- Stipulated time.
11. Limit of liquidated damages. 10% (Ten percent) of the contract amount stated in Letter of Acceptance.
 12. Amount of Bonus The rate of Bonus shall be the 0.05% of the Contract Amount for each day the Works are completed before the specified completion date of the Works.
 13. Limit of Bonus 5% of the Contract Amount stated in Letter of Acceptance.
 14. Mobilization advance (Interest free) Maximum 10% Mobilization advance of the Contract price can be paid against Bank guarantee from a scheduled Bank of Pakistan with AA rating to be recovered in first three running bills in equal installments.
 15. Secured advance up to 70% allowable at ex-factory original invoice material price (excluding transportation charges) Cement, reinforcement steel, tile, marble, Granite & Aluminum only.
 16. Defect Liability Period 12 Months after issuance of Completion Certificate by the Consultant.
 17. Mode of payment. Minimum running bill of Rs 3,000,000/- (Three Million) to be submitted by the Contractor. Payment of bill will be released within 7 days of submission of verified Contractor's bill from the Consultant.
 18. Retention Money. 5% (Five percent) of verified amount of running bills/Interim made to contractors.
 19. Limit of retention money. 5% (Five percent) of the total contract amount
 20. Release of retention money. 50% on issuance of completion certificates by the Consultant & remaining 50% after issuance of maintenance Certificates by the Consultant on completion of Defect Liability period.
 21. Insurance of Works. Full value of the works and temporary works executed from time to time plus full value of materials brought to the site by the Contractor.

- 19. Insurance against injury to workman. As per law of Pakistan.
- 20. Engineers Authority to issue Variation in an Emergency 2% of the Contract price.
- 21. Escalation clause Not applicable
- 22. Deduction of Taxes All payments shall be subject to deduction of federal income tax and provincial services tax at source as per provisions of the respective statutes and rules framed thereunder.
- 22. Compliance of labor laws The contractor shall be entirely responsible, at its own cost, to comply with all labor laws as required (social security, EOBI, etc)

SIGNATURE OF THE TENDERER

SEAL OF THE TENDERER

DATE: _____

WITNESS.

1. _____

2. _____

FORM
OF
TENDER

APPENDIX "I"**FORM OF TENDER****GHULAM ISHAQ KHAN INSTITUTE OF ENGINEERING SCIENCES AND
TECHNOLOGY TOPI, SWABI (GIK) INVITES BIDS FOR THE
CONSTRUCTION OF FACULTY RESIDENTIAL BLOCK**

To,
Director Works,
GIK Institute,
Topi, Swabi

Dear Sir/s,

1. We have visited the site and are familiar with working conditions, furthermore, having examined the instructions to tenders, General Conditions of Contract. Special provisions, special stipulation, Appendices specifications, Bill of Quantities and Drawing for the Construction of Faculty Residential Apartments (Ground + two floors) at GIK Institute Topi, Khyber Pakhtunkhwa, completion and maintenance of the above named work, we, the undersigned tenderer, offer to supply, complete and maintain the whole of said works in accordance with the said conditions of the contract, special provisions, special stipulations, Appendices, specifications, Bill of Quantities and drawings for the tender price of Pakistan (Rupees) Rs. _____ (Rupees) _____ or such other sum as may be prices set forth in the Bill of Quantities comprised in the tender documents.
2. Should a notice of award accepting this tender be issued to us, we under-take:
 - a) to sign within 7 (Seven) days following the issue of the said notice of Award an agreement in the form set out in Appendix "V" to this tender with such alterations thereto as you may require adapting such agreement to the circumstances of this tender, and for this purpose to attend or to cause one or more representatives full authorized by us under appropriate power (s) of attorney to attend your office.
 - b) To submit within 7 (Seven) days following the issue of the said Notice of Award a performance guarantee in the form set out in either Appendix "VI" for the due performance of the contract in and amount equivalent to 10% (Ten Percent) of the contract price executed by _____ branch _____ being a schedule bank of Pakistan of AA rating.
 - c) To commence the works within 5 (Five) days of receipt of the employer's written order to commence the works and to complete and delivery all the works comprised in the contract on or before the expiry of _____ following the data of issue of the said employer's order to commence the woks.

d) If mobilization advance in accordance with the conditions of contract is requested then we will submit within 7 (Seven) days following the issue of the said notice of award a mobilization advance guarantee in the form set out in appendix “III” to this tender in an amount equal to the mobilization advance desired but not exceeding 10% (Twenty Percent) of the contract price executed by _____ Bank Limited _____ Branch _____ being a schedule bank of Pakistan of AA rating.

3. We agree that this tender shall remain valid for a period of 90 (Ninety) days from the date set for the opening tender and it shall remain binding upon us and may be accepted by you at any time before the expiration of the said period.
4. We further agree to pay all costs towards the execution of the formal agreement including the cost of stamps.
5. We understand that unless and until a formal agreement is prepared and executed, this tender together with the tender documents and your Notice of Award accepting this tender, shall constitute a binding contract between us.
6. We also understand that you are not bound to accept the lowest or any tender you may receive.
7. As a guarantee for the Performance of the undertaking and obligations of this tender, we submit herewith bid security equivalent to 2% (Two percent) of dated: _____ of the _____ Bank Limited _____ Branch _____ being a schedule bank _____ made in your favor and made payable to you, and made without any reference to us, and valid for 60 (Sixty days) from the date of set for opening of tenders.

Date this _____ day of _____ 2021 _____

Witnesses: _____

Tenderer: _____

1. Signature _____
Name: _____

By: _____

Address: _____

Title: _____

2. Signature: _____

Address: _____

Name: _____

Address: _____

APPENDIX "III" to the
CONDITIONS OF CONTRACT

FORM OF MOBILIZATION ADVANCE

WHEREAS _____ of _____ whose registered office is at _____ (hereinafter called the "CONTRACTOR") of the one part by an Agreement made between _____ (hereinafter called the "EMPLOYER") of the other part has entered into a Contract (hereinafter called the "CONTRACT") for the execution and completion of the WORKS and the remedying of any defects therein in conformity with the provisions of the said CONTRACT.

AND WHEREAS the EMPLOYER has agreed to advance to the CONTRACTOR at their request an amount of Rs. _____ (Rupees _____ only) to be used by them exclusively for the WORKS.

In the consideration of the EMPLOYER making the above advance we hereby guarantee that the CONTRACTOR shall use the advance for the above purposes and if they fail or commit default in fulfillment of any of their obligation for which the advance payment is made, we shall be liable to the EMPLOYER for the payment of the amount in respect of which they have so failed not exceeding the aforementioned sum.

Notice in writing of any default as aforesaid on the part of the CONTRACTOR will be given by the EMPLOYER to us and on first demand from the EMPLOYER payment shall be made by us for all sum then due from this guarantee without further reference to the CONTRACTOR and without question and that EMPLOYER's verdict in this behalf shall be final and binding on us.

As and when the said advance payment is adjusted against payment(s) from the running bills of the CONTRACTOR, then this guarantee shall automatically stand reduced to the extent of such adjustment(s).

This guarantee, so reduced, shall remain in force until the advance payment is fully adjusted against the payment from the running bills of the CONTRACTOR or otherwise which ever is earlier.

Claims if any must reach the undersigned within one (1) month after _____ (state date of completion) otherwise they will be invalid.

Signed, Sealed and Delivered by the said _____ . The Common Seal

_____ Bank Limited was hereunto fixed in the presence of:

1. _____

2. _____

APPENDIX "IV" to the
CONDITIONS OF CONTRACT

FORM OF NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he/she is _____ (Managing Director / Partner / Sole Proprietor / Secretary etc.) of Messrs. _____ the party making the Tender for the execution and completion and remedying any defects therein of the _____; that such Tender is not made in the interest of or on behalf of any undisclosed person, partnership, company association or corporation; that such Tender is genuine and not collusive or sham; that said Tenderer has not directly or indirectly induced or solicited any other Tender to put in a false or sham Tender; and has not directly or indirectly colluded, conspired, connived or agreed with any Tenderer or any one else to put in a sham Tender, nor that any one shall refrain from tendering; that said Tenderer has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the Tender price of said Tenderer, nor to fix any overhead, profit or cost element of such Tender price, nor of that of any other Tenderer, nor to secure any advantage against Employer or anyone interested in the proposed Contract; that all statements contained in such Tender are true; and further that said Tenderer has not directly or indirectly, submitted his Tender price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, Tender depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said Tenderer in his general business.

Subscribed and sworn to before me

By _____

this _____ day of _____

Title _____

Seal of Notary

of M/s _____

Notary Public

APPENDIX "V"**FORM OF AGREEMENT**

THIS AGREEMENT is made on the _____ day of _____ 20 ____ Between (Name of Employer) _____ Employer", of one part and (Name of Contractor) _____ of (Mailing address of Contractor") of the other par.

WHEREAS the Employer is desirous that certain Works should be executed on labor rate basis viz (_____) by letter of acceptance date: (Date of letter of Acceptance) _____, accepted a bid by the Contractor for the execution. Completion and maintenance of such Works, NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) Contract Agreement;
 - b) The letter of Acceptance.
 - c) The said bid with priced bill of quantities and addenda (if any).
 - d) Instruction to bidders.
 - e) Special Stipulations
 - f) Drawings
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, and maintain the Works in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion, and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Signed, Sealed and Delivered.

By the said: _____

By the said: _____

Name: _____

Name: _____

On behalf of Contractor:

On behalf of Employer:

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

Witness no. 1: _____
(Name & Signature)

Witness no. 2: _____
(Name & Signature)

APPENDIX "VI"**FORM OF PERFORMANCE BANK GUARANTEE (UN-CONDITIONAL)**

To:

(Name of Employer) _____
_____(Address of Employer) _____
_____WHEREAS (Name and Address of Contractor) _____

(Hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated: _____ to execute (Name of Contract and Brief Description of works) _____ (hereinafter called "the Contractor").

AND WHEREAS it has been stipulated by you in the said contact that the Contractor shall furnish you with a Bank Guarantee by recognized bank of Pakistan of AA rating for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a bank guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) _____ (in words) _____

Such sum being payable in the types and proportion of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee is valid until the date (_____) months after the issuing of the Maintenance Certificate.

Signature and Seal of the Guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

GENERAL PREAMBLE

1. The bill of Quantities shall be read with the Form of Tender, Instructions for Tender, Conditions of Contract, the Specification, Drawings, and other documents forming part of the Tender Documents.
2. The quantities in the Bill of Quantities are estimated only. They are given so that tenders can both be made out and compared on an equal basis and are absolutely no guarantee that such quantities will in fact be required. The Employer reserves the right to either reduce or increase the quantities of work under the Contract and any such reduction or increment in quantities shall not vitiate the Contract.
3. The prices and rates inserted by the Tenderer shall be deemed to be the full inclusive value of the work described under several items in the Bill of Quantities including all costs and expenses that may be required in and for the execution, completion of the Works and the remedying of any defects therein together with all risks, liabilities, contingencies, and obligations imposed or implied by each one of the documents referred to hereinbefore.
4. The rates quoted in the Bill of Quantities are fixed and unchangeable.
5. Proprietary items and trade names are used for the purpose of establishing a standard of “kind, quality and function”. Equal, equivalent, acceptable, satisfactory, proper, or other general qualifying terms used will not mean “similar” but express “conforming to, of like kind, quality and function”. It shall be understood to mean that the reference is made to the ruling and the judgement of the Consultant.
6. A rate per square foot or price shall be quoted against each item in the Bill of Quantities whether quantities are stated or not. Items against which no rate or price is entered shall be deemed to be covered by other rates or prices in the Bill of Quantities.
7. The quantity of each item of work in the Bill of Quantities executed by the Contractor according to the Contract shall be measured NET in the unit given in the Bill of Quantities relating to such quantity.
8. Some of the manufactured materials are produced in Metric System in which case nearest dimensions in inches will be acceptable.
9. Water and electricity temporary connections & meters from the main water supply & the transformer respectively close to the site as instructed by the Employer can be installed after getting NOC from the Employer at Contractor’s own expense. Payment of bills is the entire responsibility of the Contractor. In emergency situation such as power failure/water shortage, the Contractor shall have standby arrangements at his own cost and expense.
10. The rates and prices inserted in the Bill of Quantities include, include Income tax and other Government levies as applicable, inter alias, the following work, duties; liabilities and expenses of the Contractor whether these are separately itemized or specifically referred to in the Bill of Quantities or not; that is to say:
 - i) All the liabilities, obligations, contingencies, and risks imposed by Tender Documents.
 - ii) Strict compliance specifications general description of work and materials.

- i) The cost and expenses of all works and of all services necessary for the due execution and completion of the Works and remedying of any defects therein. These shall include temporary work, erection and supply and use of plant and provision of appliances, materials, fuel, water, electricity, etc, transport, labor, and supervision, setting out and for cleaning roads within and adjacent to the Site.
- ii) Phasing or sequencing the Works and for early part completion within the Time for Completion.
- iii) The Temporary diversion for mains, services, apparatus, and appurtenances, if any.
- iv) Making do allowance for the effect on the phasing of the work or diversions and alterations to the satisfaction of the Services Authorities.
- v) Protecting and supporting during the progress of the Works all pipes, ducts, mains, cables, overhead, other apparatus and appurtenances, whether shown on the Drawings or not which may be endangered by construction operations.
- vi) Testing including:
 - Charges made by an independent testing laboratory for any tests ordered by the Consultant Pertaining to Construction.
 - Tests ordered at Site for materials and workmanship; and
 - Tests as part of the confirmatory soil investigations.

Technical Specifications

11. Brief descriptions given for all items in the Bill of Quantities must be read and understood with the detailed technical specifications and the Drawings. Brief descriptions given for individual items in the Bill of Quantities, however, preponderate the particular requirements shown therein.
12. The Consultant to the project shall be responsible for looking after the design and execution of the project.

BILL

OF

QUANTITIES

(In the attachments)