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**INVITATION
FOR
BIDS**

INVITATION FOR BIDS

The Company invites the tenders for _____ in _____. The firms/bidders/contractors registered in category C5 and above with Pakistan Engineering Council, possessing valid license and born on active tax payer list (ATL) of Federal Board of Revenue (FBR) may obtain bidding documents from website of the Company. The payment of Rs.2000/- as nonrefundable fee in shape of Pay order in favor of **National Endowment Scholarships For Talent be submitted with tender**. Bids without processing fee will not be accepted.

The detailed terms and conditions are available in bidding documents which can be obtained from the Company website i.e. www.nest.org.pk.

The tenders would be received on 8th January 2024 from 08:30 am to 10:30 am and opened on the same day at 11:00am in presence of all bidders. The price bid will remain unopened and will be sealed in presence of all bidders and kept in custody of Company. It is a single stage two envelope bidding tender under rule 36 (b) of PPRA rules 2004, therefore, after evaluation of technical bids, price bids of qualified bidders would be opened in a subsequent meeting in presence of all qualified bidders. The bids of non-qualified bidders would be returned un-opened.

Terms and Conditions.

- I. Tender through post/fax/telegraphically/email shall not be entertained.
- II. The submission of tenders by the contractor implies that he is fully conversant with site of work, scope of work and terms & condition laid down in the bidding documents.
- III. Conditional tenders will not be acceptable.
- IV. All the applicable federal/provincial taxes must be considered while preparing the bids and shall be considered in the quoted rates.
- V. As per rule 33(1) of PPRA rules 2004, the Society reserves the right to accept any or reject any or all bids.

Chair Purchase Committee

**INSTRUCTIONS TO
BIDDERS & BIDDING DATA**

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INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

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

1.2 Source of Funds

The Employer has arranged funds from the approved project.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in appropriate Category

IB.3 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

4.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid
Schedules to Bid comprise the following:
 - (i) Schedule A: Schedule of Prices
 - (ii) Schedule B: Specific Works Data
 - (iii) Schedule C: Works to be Performed by Subcontractors
 - (iv) Schedule D: Proposed Programme of Works
 - (v) Schedule E: Method of Performing Works
 - (vi) Schedule F: Integrity Pact
3. Conditions of Contract & Contract Data
4. Standard Forms:
 - (i) Form of Bid Security
 - (ii) Form of Performance Security

- (iii) Form of Contract Agreement
- (iv) Form of Bank Guarantee for Advance Payment

- 5. Specifications
- 6. Drawings, if any

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2 The Engineer/Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to the deadline for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

- 7.1 The bid prepared by the bidder and all correspondence and documents relating to the Bid, exchanged by the bidder and the Employer shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

- 13.5 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to Sub-Clause IB.13.5(a).

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.

16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

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

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

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

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's

data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

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

- (i) making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance;

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other bidders, the price will be estimated by the Engineer/Employer.

(ii) Price Adjustment for Commercial Compliance;

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments;
Refer to Bidding Data

IB.17 Process to be Confidential

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison

or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Employer's Right

19.1 Subject to Sub-Clause IB.19.2, 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 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.

19.2 Notwithstanding Sub-Clause IB.19.1, 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 to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

IB.20 Notification of Award & Signing of Contract Agreement

20.1 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.

20.2 Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

IB.21 Performance Security

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

21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.22 Integrity Pact

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

BIDDING DATA

This section should be filled in by the Engineer/Employer before issuance of the Bidding Documents. The following specific data for the Works to be tendered 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

Clause Reference

1.1 **Name of Employer**

National Endowment Scholarships For Talent (NEST)

Brief Description of Works

1.2 Name of the Projects & Summary of the Works:

Repair/ Maintenance of NEST Office (Ex-NTB Office).

The works comprise of above mentioned work complete in all respect as per Contract Drawings, Specifications and Bill of Quantities.

5.1 (a) Employer's address:

National Endowment Scholarships For Talent (NEST), Plot #39 (Ex-NTB Office),
Kirthar Road, H/9-4, Islamabad.

(b) Engineer's address:

National Endowment Scholarships For Talent (NEST), Plot #39 (Ex-NTB Office),
Kirthar Road, H/9-4, Islamabad.

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

11.2 The bidder/manufacture has the financial, technical and production capability necessary to perform the Contract as follows: **As mentioned in Notice Inviting Tender (NIT).**

12.1 (a) A detailed description of the Works, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

13.1 Amount of Bid Security

2% of the bid cost in the form of Deposit at Call or an unconditional and irrevocable Bank Guarantee issued by a Schedule Bank in Pakistan or from a foreign bank duly counter guaranteed by a Schedule Bank in Pakistan in the same amount.

14.1 Period of Bid Validity

90 days from the date of submission of bids

14.4 Number of Copies of the Bid to be Submitted

One original plus one copy.

14.6 (a) Employer's Address for the Purpose of Bid Submission

NEST office located at Plot# 39, Kirthar Road (EX-NTB Office, Navtac Regional Office), H/9-4, Islamabad.

15.1 Deadline for Submission of Bids

As per Notice Inviting Tender

16.1 Venue, Time, and Date of Bid Opening

Venue: Committee Room

Time: 11:00AM

Date: 8th January 2024

16.4 Responsiveness of Bids

- (i) the Bid is valid till required period,
- (ii) the Bid prices are firm during currency of contract.
- (iii) completion period offered is within specified limits,
- (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) the Bid does not deviate from basic technical requirements and
- (vi) the Bids are generally in order, etc.

16.9 Price Adjustment:

- (iii) Price Adjustment for Deviations in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate _____ per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Signature _____

Dated this _____ day of _____, 2024

in the capacity of _____duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature)_____

Name:_____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE OF PRICES

Sr. No.

1. Preamble to Schedule of Prices
2. Schedule of Prices
 - *(a) Summary of Bid Prices
 - * (b) Detailed Schedule of Prices

PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the British Units (BS Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

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

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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums

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

**NATIONAL ENDOWMENT SCHOLARSHIPS FOR TALENT
(NEST)**

SCHEDULE OF PRICES – SUMMARY OF BID PRICES

Bill No.	Description	Total Amount (Rs)
01.	Repair/ Maintenance of NEST Office Building	
	Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

SCHEDULE OF PRICES

BILL OF QUANTITIES NATIONAL ENDOWMENT SCHOLARSHIPS FOR TALENT

REPAIR/ MAINTENANCE OF NEST BUILDING

ENGINEER'S ESTIMATE RENOVATION OF NEST BUILDING H-9/4 ISLAMABAD

ENGINEER'S ESTIMATE					
RENOVATION OF NEST BUILDING					
H-9 ISLAMABAD					
Item	Description	Qty	Unit	Rate PKR	Amount PKR
	Renovation of Existing Washrooms work				
1	Demolish of existing washrooms Tiles				
	Demolition of existing tiles and floor and thrown away upto 3km lead	1245	Sft		
2	Demolish of existing washrooms				
	Demolition of existing washroom includes existing floor,W.C with flush tank, water supply pipes, floor concrete And sewer pipes upto manhole . Connections to the existing tarps etc complete in all respects, to be entire satisfaction of the Engineer. The bathrooms can be inspected before quoting the lumpsum cast for the task.	3	Job		
3	REPAIR OF BATHROOMS				
	The existing bathrooms to be repaired as per direction of the Engineer in-Charge, complete in all respects. The task includes the removing existing floor, replacing of water supply pipes, floor concrete And sewer pipes upto manhole to be repaired etc. Connections to the existing water supply and manhole, rectification and repairs to be carried out complete in all respects, to be entire satisfaction of the Engineer. The bathrooms can be inspected before quoting the lumpsum cast for the task.	3	Job		
4	W.C				

	Providing and fixing best quality squatting type white glazed earthenware W.C Pan, Pakistani (of not less than 18 Inches clear opening as measured between flushing rims) complete with and including the cost of 13.6 litre best quality low level plastic flushing cistern with internal fittings complete, P.V.C. flushing pipe suitable for squatting type with extra bends and length with fittings, C.I. trap 4 inches (100mm) dia and making requisite number of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1:2:4..	2	No.		
5	European				
	Providing and fixing Pakistani make best available quality European style white glazed earthenware wash down W.C.Pan complete with and including the cost of a plastic seat (PVC cover and buffers 3 galls. (13.6 litres) white glazed earthenware low level flushing cistern with siphon fittings, 1-1/2 inches (40mm) dia white porcelain enamelled flush bend, 3/4 inch (20mm) dia, G.I. warning pipe carried outside and bent vertically downwards and making requisite number of holes in walls, plinth and floor for pipe connections and making good in cement concrete 1:2:4..	2	No.		
6	Wash Hand Basin				
	Providing and fixing of Wash hand basin as approved by Architect, with Brackets CP tee stop cocks with wall cups, CP beass chain, CP brass union, waste pipe, connection (heavy) etc, all fittings made of Master Sonex or Faisal, complete in all respects as per drawings and specifications and as approved by the Consultant.	4	No		
7	SOAP DISH				
	P/F chormium plated Soap dish of approved make Faisal / Master and sponge trays of neatly fixed to walls, with C.P. brass screws and rawal plugs etc. complete in all respects.	4	No		
8	TOILET PAPER HOLDER				
	P/F C.P. Toilet paper holder of approved make Faisal / Master fitted neatly to walls with C.P. brass screws and Rawal plugs, complete in all respects.	2	No		

9	MUSLIM SHOWER				
	P/F of C.P. Muslim Shower Sonex, Master including all fittings and fixtures, complete in all respects and as approved by the Engineer Incharge.	4	No		
10	BIB COCK				
	P/F C.P. bib-cock (water tap) Sonex, Master including all fittings for complete installation, complete in all respects and as directed by the Engineer Incharge.	4	No		
11	EDGE MIRROR				
	Providing and fixing best quality local made 24" x 18" x 5mm size, bevelled edge mirror with mounted on hooks screws complete in all respects as per drawings, Technical Provisions and or as directed by the Engineer Instructions.	4	No		
12	Wash Basin Mixer				
	Providing and Fixing of CP Mixer as approved by Architect, the mixer shall be complete with, stop cock flexible pipes and mixer complete with all accessories and all required fitting and fixtures, complete in all respect as per drawings, specifications and as approved by the Consultant.	4	No		
13	Wall Showers				
	Providing and Fixing of Wall Showers as approved by the Architect with high quality hardware etc, complete in all respect as per drawings and specification and as approved by the Consultant.	1	No		
14	GULLY TRAP				
	Glazed earthen ware Gully traps of (20cm x 25 cm) with heavy duty cast iron gratings (150x150mm) frame and cover , complete with fittings and connections including making cement concrete chambers etc. complete in all respects and as directed by the Engineer Incharge.	5	No		

15	P/F 100mm Upvc dadex or equalvent floor trap encased in (1:2:4) cement concrete block of (30cm x 30cm) and fitted with stainless steel cover, fixed neatly to the floor (at any floor and height).	3	No		
16	P/F of 150 mm class "D" Upvc Dadex or approved equivalent pipe including sockets, bends, Tees etc. complete as approved by the Engineer Incharge.	65	R/ft		
17	P/F of 100 mm class "D" Upvc pipe Dadex or equalvent of best quality soil waste pipe including sockets, bends, Tees etc. complete as approved by the Engineer Incharge.	150	R/ft		
18	P/F of 75 mm class "D" Upvc Dadex or equiavlent approved pipe of best quality including sockets, bends, Tees etc. complete as approved by the Engineer Incharge.	120	R/ft		
19	P/F of best quality perforated C.P. drain cover (15cm x 15cm) over floor traps, complete as approved by the Engineer Incharge.	4	No		
20	Providing and fixing P.P.R.C pipe 13mm dia of German origin or approved equivalent best quality including cutting, all fitting required as per instructions of Engineer Incharge.	150	R/ft		
21	Providing and fixing P.P.R.C pipe 19 mm dia of German origin or approved equivalent best quality including cutting, all imported fitting, insulation required for the work and as per instructions of Engineer Incharge.	120	R/ft		
22	Providing and fixing imported P.P.R.C pipe 25 mm dia of German origin or approved equivalent best quality including cutting, all imported fitting, insulation required for the work and as per instructions of Engineer Incharge.	100	R/ft		
23	Providing and fixing imported P.P.R.C pipe 32 mm dia of German origin or approved equivalent best quality including cutting, all imported fitting, insulation required for the work and as per instructions of Engineer Incharge.	50	R/ft		

24	Providing and fixing full way gun metal valves with threaded or flanges ends with rubber washer for smooth operation imported quality or as approved by the Engineer Incharge.				
	a) 25 mm dia	1	No		
	b) 32 mm dia	1	No		
	c) 40 mm dia	1	No		
25	Ceramic Tiles (Bath Walls)				
	Removing existing wall tiles and new Providing and fixing glazed ceramics tiles in approved shade & colour (60cm x 30cm), (Master/ Shabbir/Sonex as approved equivalent) laid over 3/4" (19mm) thick cement mortar base 1:4 (one cement 4 sand) including fixing and jointing, including cost of bond with colour grout mix and curing etc.Complete in all respects as per darwings, technical provisions and as directed by the Engineer Incharge.	1265	Sft		
26	Matt Finish Tiles (Bath Floor)				
	Removing existing floor tiles Providing and fixing coloured glazed matt finish, non-skid tiles (60cm x 30cm), (Master /Shabbir/Sonex as approved equivalent) laid over 1" thick cement sand mortar bed 1:4 (one cement 4 sand) including fixing and jointing, including cost of bond with colour grout mix and curing etc design pattern. Complete in all respects as per darwings, technical provisions and as directed by the Engineer Incharge.	200	Sft		
27	Reparing of Vintilators				
	Reparing of existing washrooms Vintilators include coat 2-cost of enamel paint of approved enamel paint, including 5mm thick glass approved quality . complete as per drawings, Technical Pvisionals.	3	Nos.		
28	Manhole				

	Providing and installing inspection chambers/manhole on sewer lines of invert depth ranging from 12" to 24" including all accessories, excavation, masonry walls 9" thick in c/s mortar 1:3, binding concrete (1:4:8) bed and benching (1:2:4), RCC slabs C.I covers complete with enamel painted 12" dia C.I. manhole covers complete with inlet and outlet connections, disposal of surplus earth etc. complete in all respects as per Drawings, Technical Provisions and/ or as directed by the Engineer incharge.				
	Internal size 24" x 24"	1	Nos		
	Internal size 30" x 30"	1	Nos		
29	Brick Work in Superstructure (9" thick)				
	Providing and laying first class solid burnt brick masonry, set in cement mortar (1:5) for arches in straight or curved wall 9" (229mm) thick including scaffolding, formwork and its removal, racking out joints and curing etc. including cost of reinforcement #3 horizontal bars on every 4 th course including straightening ,cutting ,bending ,binding wastage, overlaps complete in all respect or as directed by the Engineer incharge.	120	Cft		
30	Internal Plaster				
	Providing 13mm thick cement plaster (1:4) on soffits of cantilever slabs, sides and soffits of beams, slabs and wall etc., in any floor including making edges, corners, curing staggng and scaffolding etc.,including cost of Providing and fixing chicken mesh with nails over all joints of walls with columns, beams and slab, complete as directed by the Engineer Incharge.	650	Sft		
31	Plastic Emulsion				
	Painting with (ICI/Berger Robbialac/Nippon or approved equivalent) VIP plastic emulsion paint of approved shade two coats over primer applied over putty filled surface prepared with sand papering including the cost of one priming coat complete in all respect over plastered surface on walls and ceiling etc. at any height and any floor or as directed by the Engineer Incharge.	780	Sft		

32	UPVC Door				
	Providing and fixing of UPVC panel door with 38 mm thick UPVC frame / chokhat (with approve desine and make) with hold-fast embeded in adjoining surface include door frame including lock stainless steel handle, stainless steel /brass tower bolt and all hardware fitting, paint etc. complete in all respect of any type as per drawing and as directed by the Architect/ Engineer.	28	Sft		
33	Aluminium Ventilators				
	Providing and fixing fully glazed double leaf Aluminium hinged windows & vantilators delux model 100mm x 2mm thick powder coated colour of Pak Cables as approved equivalent, including imported gear opening lever system, 6mm thick best quality imported tinted blue or brown coloured glass and aluminum fittings including aluminum fly proof net, lugs cutting holes and making good damages to wall, rubber gasket, filling around frame with silicon etc. complete in all respects, as per drawings, as required in any floor or as directed by Engineer Incharge.	20	Sft		
34	Exhaust Fans				
	Supply, installation, testing and commissioning of exhaust fans of following sizes complete with frame and of specified make including cost of all necessary materials and complete in all respects with all civil works such as dismantling and making good the same as directed by Engineer-in-Charge and also including fly-mesh/louvre as approved by Engineer-in-Charge:				
	12" dia with Steel body	2	Each		
	10" dia with Plastic body	1	Each		
35	Gas Gyser				
	Providing and fixing of best quality gas gyser (Super Asia/Cannon) or approved equivalent.Complete in all respects as per darwings, technical provisions and as directed by the Engineer Incharge.	2	Each		
	TOTAL AMOUNT				

**ENGINEER'S ESTIMATE
RENOVATION OF NEST BUILDING
H-9/4 ISLAMABAD**

ENGINEER'S ESTIMATE					
RENOVATION OF NEST BUILDING					
H-9 ISLAMABAD					
Item	Description	Qty	Unit	Rate PKR	Amount PKR
	Renovation of Building Work				
1	Repairing of Cracks				
	Repairing of Cracks with SBR and Wire Mesh 22 Gauge and 13mm thick plaster in CM (1:4) as spd.(incl Folding Work)	1065	Sft		
2	Removing of Existing Paint and surface preparation				
	Removing of Existing Paint, existing surface preparation including sand papering cleaning the surface alkali resistance primer filling scaffolding labor material at any height any floor. Complete in all respects as per drawings, technical provisions and as directed by the Engineer Incharge.	29500	Sft		
3	Distamper on Internal walls				
	Painting work on existing walls & ceiling with (ICI/Berger Robbialac/Nippon or approved equivalent) Distamper of approved shade two coats over existing surface at any height any floor. Complete in all respects as per drawings, technical provisions and as directed by the Engineer Incharge.	29500	Sft		
4	Enemal on Wooden Door				

	Painting with paint mixed at site using ingredients and pigment to produce required texture and shade in two or more coats on wood work over and including the cost of priming coat, surface preparation, rubbing down smooth, knotted, filling cracks, holes and joints in ground floor or basement.	3360	Sft		
5	Existing Aluminum Windows/Ventilators Maintenance and cleaning glass and frame				
	Existing Aluminum Windows/Ventilators Maintenance and cleaning glass and frame like mash, lock, handels, 5mm thick glass , grill, which has required including two coats of approved enamel paint. complete as per drawings, Technical Provisional's.				
	Maintenance and Repair,	2150	Sft		
6	Flush Door				
	Providing and fixing commercial ply 3mm thick doors with partial frame(38mm) thick best quality solid core with approved iron hinges and tower bolts etc three coats of mat enamel paint as required include 22 gauge aluminium kick plate(10cm) high fixed with screw including door lock hydraulic door closer best quality stopper and latch push plate,10cm c/c on both side, bottom rail of 22Swg and finger plate with aluminium screw, stainless steel 150x50x6 mm approved quality. Complete in all respects as per darwings, technical provisions and as directed by the Engineer Incharge	56	Sft		
7	Steel Frames(Chowkats)				
	Supply and fix steel frame (chowkats) press moulded 16 SWG for 229mm thick walls complete including hold fasts, and bitumen coating ties for lateral movement P.C.C strength of (10Mpa) caving filling etc. or as directed by the Engineer Incharge.	60	Rft		

8	Wooden Beading				
	P/F best quality Deodar wooden beading (architrave) (3" wide 1/2" thick) around the doors chowkats with spirit/wax polishing complete in all respects & to the satisfaction and approval of the Engineer Incharge.	60	Rft		
9	Removing cheeping Existing Floor				
	Removing cheeping of the existing floor for tile work as per the direction of Engineer-in-charge.	13450	Sft		
10	Porcelain Tiles				
	Providing and fixing of light coloured, glazed /non skid vitrified porcelain tiles (600mm x600mm x13mm) on walls and floor on any floor with dry bond (Stile bond) over base of 1" thick cement sand mortar (1:3) including jointing to tiles with joint filler of approved quality in matching colour as per direction of Engineer-in-charge.	3850	Sft		
11	Skirting				
	Providing and fixing of light coloured, glazed /non skid vitrified porcelain tiles (600mm x600mm x13mm) for skirting 4" wide with dry bond (Stile bond) including jointing to tiles with joint filler of approved quality in matching colour as per direction of Engineer-in-charge.	200	Rft		
12	Vinyl Flooring				
	Provide and install Vinyl Floor, 1.5mm thick, waterproof (Robina/Turk/or any imported brand) i/c border trims, skirting, etc complete in all aspects.	10590	Sft		
13	MDF Partition Wall				
	Providing making and fixing Wooden Partition wall 3" thick comprising of 8 mm thick MDF (ZRK, Patex or Equivalent) on either side over partial wood frame 600mm c/c (top, bottom, vertical and horizontal), all necessary hardware, on expose surface termite proofing etc. complete in all respect.	850	Sft		

14	False Ceiling				
	Providing & fixing 12mm thick Gypsum board ceiling thickness with complete fixing mechanism as required in places, with male female edges, v-grove joints, etc. Contractors to submit brochures, samples & shop drawings for the approval of the consultant. All edges to be properly sealed & to spaces/location for water heaters, A/C & other services where required, complete in all respects.	6090	Sft		
15	Weather shield				
	Providing and applying 2-coats of weather shield (ICI/Dulux) to external plastered surfaces of approved colour and shade including preparation of surface i.e sand papering carborandum stone etc.complete in all respect as per drawings, technical provisions and or as directed bt the Engineer Incharge.	8540	Sft		
16	Existing Floor/Stair (Terrazzo/Marble) Grinding &Polishing				
	Grinding, rubbing and polishing of any kind of floor/Stair including filling the voids with same material and removing unevenness in surface complete in all respect as per drawings, technical provisions and or as directed bt the Engineer Incharge.	5543	Sft		
	TOTAL AMOUNT				

**ENGINEER'S ESTIMATE
RENOVATION OF NEST BUILDING
H-9/4 ISLAMABAD**

ENGINEER'S ESTIMATE					
RENOVATION OF NEST BUILDING					
H-9 ISLAMABAD					
Item	Description	Unit	Qty	Rate	Amount
	ELECTRICAL WORKS				
	INTERNAL WIRING				
1	Circuits				
	Supply, installation, testing & commissioning of circuit wiring from distribution board to the nearest switch board to be wired with 3xsingle core 2.5mm sq (7/067)/(7/029) PVC insulated 300/500 volt grade copper wire (Phase Neutral & Earth) in and including cost of appropriate size of PVC conduit (min size 20mm dia) recessed in walls, columns, floors, slabs or as required as per site conditions complete with all PVC conduit accessories such as pull boxes, junctions boxes, sockets, bends, steel pull wire and complete in all respects. Each circuit shall have independent insulated green colour copper wire as earth conductor.	Each	160		
2	1-Light point Control by 1 Switch				
	Wiring for one light point controlled by one switch and wired with 2x single core 1.5mm sq (7/053)/(3/036) PVC insulated, 300/500 volt grade copper wire (Phase, Neutral & Earth) in and including cost of appropriate size of PVC conduit (min size 20mm dia) partly shared recessed in walls, columns, floors, slabs or as required as per site conditions including all conduit accessories such as steel pull boxes, PVC junction boxes for ceiling and wall, sockets & bends also steel pull wire. Complete in all respects with final testing and commissioning.	Each	35		

3	Same as item mentioned above but set of light points controlled by one switch as under:-				
	a. Two Light Points	Each	5		
	b. Three Light Points	Each	5		
4	1-Light Point Control by 2 way Switch				
	Same as item AE-02 mentioned above but one light point controlled by 2-two way switches as shown in the drawings.	Each	20		
5	Exhaust Fan Points				
	Same as item AE-02 mentioned above but for Exhaust fan.	Each	8		
6	Fan Points				
	Same as item AE-02 mentioned above but for ceiling fans including cost of fan hook as per sketch/drawing attached and as approved by Engineer Incharge.	Each	45		
7	3 Pin 13 AMPS Switch Sockets				
	Same as item AE-02 mentioned above but wiring for 3 pin 13 AMP switch socket combined unit but with 3x single core 2.5mm Sq (7/029) from nearest switch board. Complete in all respect with final testing and commissioning.	Each	25		
8	3 Pin 15 AMPS Switch Sockets				
	Wiring for one 3 pin 15 AMP switch-socket combined unit direct from DB with 3xsingle core 4mm sq (7/036) PVC insulated, 300/500 volt grade copper wire (Phase, Neutral & Earth) in and including cost of 25mm dia PVC conduit recessed in walls, columns, floors, slabs or as required as per site condition including all conduit accessories such as sockets, bends, steel pull boxes and complete in all respects with final testing and commissioning.	Each	20		
9	SWITCHES & SOCKETS				
	Switch Plates				
	Supply and installation of 10 amps piano type switch gang plate with appropriate size of back steel box 16SWG two coats of antirust paint fixed recessed in wall including all fixing accessories and of the following types:				
	i) 2 gang switch plate		12		

		Each			
	ii) 4 gang switch plate	Each	24		
	iii) 5 gang switch plate	Each	38		
	iv) 6 gang switch plate	Each	20		
10	Two Way Switch Plates				
	Same as item BE-01 mentioned above but two-way gang switch plate of the following types:-				
	a. 1-gang switch plate	Each	5		
11	Hum Free Regulator				
	Supply and installation hum free regulator plate complete with regulator 100 watt and back steel box of appropriate size with two coats of antirust paint fixed recessed in wall including all fixing accessories.	Each	45		
12	3 Pin, 13, 15 AMPS Switch Sokets				
	Supply and installation of 3 pin switch socket combined unit with appropriate size of back steel box 16SWG, two coats of antirust paint, fixed recessed to walls or ceiling including all fixing accessories and of the following types:-				
	i) 3 pin 13Amps switch socket unit	Each	45		
	ii) 3 pin 15Amps switch socket unit	Each	36		
13	FITTINGS & FIXTURES				
	LED Light Fittings				
	Supply, installation testing and commissioning of wall mounted light fixture complete with holder, reflector and LED bulb 8-12 watts, complete with all fixing accessories and as approved by the engineer in charge.	Each	45		
14	Supply Installation testing and commissioning of LED Panel Light (1'x4') 36 Watts with built in driver, compact design with smoke resistant cover suitable for parking environment, complete with all fixing accessories and brackets and as approved by the engineer in charge.	Each	40		

15	Supply, Installation, Testing and commissioning external wall mounted bulk head light, wather proof with LED lamp (color temperature 3000K) complete with all accessories such as nuts, bolts / brackets required for installation. Sample complete in all respects shall be approved by the engineer-in-charge.	Each	35		
16	Supply, installation, testing and commissioning of LED down Light mounted / recessed 16 watt with LED driver and all fixing accessories compkete in all respects and as approvd by the Engineer In Charge.	Each	60		
17	Ceiling Fans				
	Supply, installation, testing and commissioning of ceiling fans, AC capacitor type complete with hanging rod, canopy, blades, nuts and bolts and of specified make including cost of all necessary materials and complete in all respects and of the following sizes:				
	a) 56" Sweep	Each	45		
18	Exhaust Fans				
	Supply, installation, testing and commissioning of exhaust fans of following sizes complete with frame and of specified make including cost of all necessary materials and complete in all respects with all civil works such as dismantling and making good the same as directed by Engineer-in-Charge and also including fly-mesh/louvre as approved by Engineer-in-Charge:				
	a) 12" dia with plastic body	Each	4		
19	LOW TENSION POWER CABLES, CABLE TRAYS & CONDUIT				
	Cables				
	Supply, installation, testing and commissioning of single core, stranded copper conductor, PVC insulated, 450/750 volt grade in cable trays as per route shown on drawings or as directed by Engineer-in-Charge including cost of all necessary materials, termination, cable lugs properly crimped at both ends and of the following sizes and of the following sizes:-				
a	Single Core, PVC insulated as ECC				

	i) Single core 10mm sq	Rm.	230		
b	Multicore, Nonarmoured, PVC insulated & PVC Sheathed				
	i) 4 core 10mm sq	Rm.	450		
	ii) 4 core 16mm sq	Rm.	560		
20	PVC Conduits				
	Supply, installation, testing of PVC conduit as specified concealed in RCC slabs, walls, floors columns or fixed to slab, wall above false ceiling as per site conditions including cost of all conduit accessories, steel pull boxes, pull wire, junction boxes and complete in all respects and of the following sizes:				
	a) 40mm (1½") dia	Rm.	25		
21	DISTRIBUTION BOARD & MAIN PANEL				
	Distribution Board (DBS)				
	Supply, installation, testing and commissioning of factory fabricated distribution boards for light/power, concealed type made of M.S sheet 16 SWG degreased, derusted, zinc phosphated finished with electrostatic powder coating, of approved colour with hinged door, lockable handle, protection plate, earth and neutral strip, complete internally wired, flexible earthing strap for door manufactured by any one of the approved manufacturers as specified and comprising as under:				
	a. DB-GF	No.	1		
	INCOMING				
	1x63 AMP, TP, MCB 10KA				
	Digital voltmeter with phase selector switch				
	Indication lights Red, Yellow, Blue.				
	OUTGOING				
	8x10 Amp , 6x16 Amp MCB's 6KA				
	8x20 AMP, SP, MCB 10KA				
	TOTAL AMOUNT				

SPECIFIC WORKS DATA

N/A

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
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Note:

- 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Employer.
- 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart showing the sequence of work items by which he proposes to complete the Works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

Description

Time for Completion

Construction of Remaining Pre-cast Boundary Wall

06 months

METHOD OF PERFORMING WORKS

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

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

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.

1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.

1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 “Party” means either the Employer or the Contractor.

Dates, Times and Periods

1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.

1.1.8 “Day” means a calendar day

1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

Other Definitions

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

1.1.12 “Country” means the Islamic Republic of Pakistan.

1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.

1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.

- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 "Works" means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE EMPLOYER**

2.1 **Provision of Site**

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

2.2 **Permits etc.**

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

2.3 **Engineer's/Employer's Instructions**

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

the Works.

2.4 **Approvals**

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

3. **ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

3.1 **Authorised Person**

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

3.2 **Engineer's/Employer's Representative**

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

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 **Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

4.4 **Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft or Bank Guarantee or an insurance company having atleast AA rating from PACRA/JCR for the amount and validity specified in Contract Data.

5. **DESIGN BY CONTRACTOR**

5.1 **Contractor's Design**

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

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

5.2 **Responsibility for Design**

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

6. **EMPLOYER'S RISKS**

6.1 **The Employer's Risks**

The Employer's Risks are:-

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

7. **TIME FOR COMPLETION**

7.1 **Execution of the Works**

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

7.2 **Programme**

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

7.3 **Extension of Time**

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

the Employer shall extend the Time for Completion as determined.

7.4 **Late Completion**

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

8. **TAKING-OVER**

8.1 **Completion**

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

8.2 **Taking-Over Notice**

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

9. **REMEDYING DEFECTS**

9.1 **Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 **Uncovering and Testing**

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

10. **VARIATIONS AND CLAIMS**

10.1 **Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 **Valuation of Variations**

Variations shall be valued as follows:

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

10.3 **Early Warning**

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

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

10.4. **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event

giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

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

11.3 Interim Payments

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

11.4 Retention

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

11.5 Final Payment

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verify and the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the

same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

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

11.6 **Currency**

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

12. **DEFAULT**

12.1 **Default by Contractor**

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

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

12.2 **Default by Employer**

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

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

12.3 **Insolvency**

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

12.4 **Payment upon Termination**

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

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

ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

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

16 INTEGRITY PACT

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

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

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

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Employer prior to issuance of the Bidding Documents.)

Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any
Drawings

1.1.4 **The Employer** means

National Endowment Scholarships for Talent (NEST) office, Plot# 39, Kirthar Road, H-9/4,
Islamabad Tel: 051-2822623

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 **Time for Completion 06 Months**

1.1.20 **Engineer**

M/s Faheem Qadir, Islamabad

1.3 **Documents forming the Contract listed in the order of priority:**

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

(The Employer may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1 **Provision of Site:** On the Commencement Date*

3.1 **Authorised person :** _____

3.2 **Name and address of Engineer's/Employer's representative** _____

4.4 **Performance Security:**

5% of bid price in shape of bank guarantee or insurance bond from AA rating insurance company acceptable to the Employer.

Validity: 28 days beyond the completion date of the work.

5.1 **Requirements for Contractor's design (if any):**

Specification Clause No's _____

7.2 Programme:

Time for submission: Within fourteen (14) days* of the Commencement Date.

Form of programme: _____ (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.10 % per day up to a maximum of (10%)

* of sum stated in the Letter of Acceptance

9.1 Period for remedying defects

365 days

10.2 (e) Variation procedure:

Daywork rates _____
_____ (details)

11.1 (a) Terms of Payments

Payment of Contract Price shall be made in the following manners:

- i) The payment shall be paid through successive on account payments/running bills based on measurements of work done on item rates incorporated in the contract after proportionate deduction of advance paid. Any amount of unadjusted advance shall be deducted from the final bill.
- ii) The payments shall be made through cheques or in shape of plots as decided by Management Committee (MC).

11.3 Percentage of retention: five (5%)

11.6 Currency of payment: Pak. Rupees

14.1 Insurances:

- a) Insurance of works from an Insurance Company of AA Class rating acceptable to the Employer in the sum stated in the Letter of Acceptance plus 15% for the completion period plus maintenance period of 12 months.
- b) The contractor shall be responsible for injuries/casualties under Workmen's Compensation Act.

15.3 Arbitration

Place of Arbitration: Islamabad

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

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

—

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered _____ and dated _____ as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders, the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

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

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

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

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

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

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

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Contractor) with
address: _____

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

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in 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 the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

We, _____ (the Guarantor), waiving all objections and defences 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, for which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

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

to the Principal or any other person.

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

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

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

NOW this Agreement 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 Letter of Acceptance;
 - (b) The completed Form of Bid alongwith Schedules to Bid;
 - (c) Conditions of Contract & Contract Data;
 - (d) The priced Schedule of Prices;
 - (e) The Specifications; and
 - (f) The Drawings
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 within 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 Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

WHEREAS the _____ (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 Rs. _____ Rupees _____) 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 advance payment for the performance of his obligations under the said Contract.

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

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

Notice in writing of any default, of which the Employer shall be the sole and final judge, as aforesaid, 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 come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than _____

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

