

CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division-I)

N.I.T

Name of work;- **REPAIR / MAINTENANCE OF HOUSE # 18-H, SCHOOL
ROAD, F-6/3, ISLAMABAD.**

NIT Amount:- Rs. **13,344,007/-**

Bid Security:- Rs. **400,500/-**

Completion period:- ()

**Deputy Director
Maintenance Division-I**

CERTIFICATE

Certificate that this NIT / Bidding document consists of
pages as under:-

Volume- _____ Page:-01 to Page- _____
(Contains pages from one to _____ only)

1. Instruction of Bidder & Bidding Data.
2. Form of Bid & Schedule to Bid including BOQ.
3. Conditions of Contract & Contract Data.
4. Standard Forms.
5. Specifications.
6. Drawings, if any.

**Deputy Director
Maintenance Division-I**

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Dy. Director Maint-I

*N.I.T approved for Rs. **13,344,007/-** (Rupees thirteen million three hundred forty-four thousand seven only)*

Director Maintenance

INVITATION FOR BIDS

INVITATION FOR BIDS (IFB)

FOR

Subject: **REPAIR / MAINTENANCE OF HOUSE # 18-H, SCHOOL ROAD, F-6/3, ISLAMABAD.**

The Capital Development Authority invites sealed bids from eligible firms licensed by Pakistan Engineering Council with a valid registration certificate in appropriate category for the year 2026 who can prove their eligibility and qualification as mentioned in the bidding documents for the captioned project. The NIT cost of the project is

Rs.13,344,007

1. Bidding documents, containing detailed terms and conditions, method of procurement procedure for submission of bids, bids security, bid validity, opening of bid, evaluation criteria, clarification / rejection of bid, performance guarantee etc. are available for the interested bidders in the office of Dy. Director Maintenance Division-I, room No.154 Old Naval Headquarter G-6, Islamabad, being cost of the bidding documents along with bid security amounting to **Rs.400,500/-** in favour of Dy. Director Maintenance Division-I, room No.154 Old Naval Headquarter G-6, Islamabad CDA as mentioned in the bidding documents during working hours till dated. - -2026.

No application will be received after given date and time.

2. The bids, prepared in accordance with the instructions in the bidding documents, must reach at Director Maintenance, Room No.152 Old Naval Headquarter G-6, Islamabad, on before 11:00 AM, on - -2025. The bid will be opened on 12:00 Noon on same date in the presence of bidder's authorized representatives who choose to attend.

3. **The advertisement is also available on CDA and PPRA's website.**

**Deputy Director
Maintenance Division-I**

INSTRUCTIONS TO BIDDERS

SUMMARY OF CONTENTS

- (I) INVITATION FOR BIDS
- (II) INSTRUCTIONS TO BIDDERS & BIDDING DATA
- (III) FORM OF BID & SCHEDULES TO BID
- (IV) CONDITIONS OF CONTRACT & CONTRACT DATA
- (V) STANDARD FORMS
- (VI) SPECIFICATIONS
- (VII) DRAWINGS

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

1.2 Source of Funds

Funds to be provided by Federal Govt. under Maintenance Grant Head as per policy.

IB.2 Eligible Bidders

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

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 D: Proposed Programme of Works
 - (iv) Schedule E: Method of Performing Works
 - (v) 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 dead line 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 / Urdu 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 IB14.3.
- (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 percentage above / below 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 Deviations in terms of Payments (if any and acceptable to the Employer).
- (iii) 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 satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Not with standing 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 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 Bank Guarantee

- 21.1 The successful bidder shall furnish to the Employer a Bank Guarantee 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 nonresponsive.

BIDDING DATA

BIDDING DATA

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.

Reference to Instruction to tender	Bidding Data
IB-1 1.1	Name and address of the employer: The Chairman, Capital Development Authority CDA, Complex, Block-IV, Suharwardhy Road, Sector G-7/4, Islamabad. Name of the Project & summary of the works <u>REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL ROAD, F-6/3,</u> <u>ISLAMABAD.</u>
IB-1 1.2	Source of funds Maintenance Grant
IB-2 2.2	Eligible bidders: Add new sub Clause-2.2 as follows:- Bidders shall provide such evidences of their eligibility satisfactory to the employer as the employer shall responsibly request.
IB-5 5.1 5.2	Clarification of bidding documents: Employers address: The Chairman, Capital Development Authority CDA, Complex, Block-IV, Suharwardhy Road, Sector G-7/4, Islamabad. Engineer's address D.G (Services) Capital Development Authority, Old Naval Headquarters, Sector G-7/4, Islamabad. Time limit for clarification: 07 days instead of 10 days prior to the deadline for submission of Tender / bid.
IB-7 7.1	Bid Language English

IB.8 8.1	Documents Comprising the Tenders The bidding documents, in addition to invitation for bid, are those stated below and should be read in conjunction with any addenda issued. • Invitation for bids • Bidding documents • Instructions to bidders • Bidding Data / schedule to bid • Bill of quantities • Form of bid security • Form of performance security • Form of contract agreement • Forms of Mobilization advance Guarantee (N.A) • Conditions of contract, Part-I • Specifications-(to be arranged / procured by the bidder) • Drawings
IB-10 10.3	Currency of bid and payment: Bid be quoted in Percentage on Schedule & Non schedule items separately by the bidder entirely in Pak Rupees. The employer shall make payment only in Pak Rupees and foreign currency payments are admissible. A bidder expecting to incur expenditure in other currencies for inputs to the works supplied from outside the Employee's country shall bear all costs and risks for arranging the requirements of such currencies through his own resources.
IB-10 10.4 10.5	Bid prices, currency of bid and payment Add the following paragraphs: The estimated unit rates and total amounts are provided for each item in the bill of quantities by the Employer. The bidder is required to officer premium above or below the total estimated cost separately for schedule items at the place provided for the purpose in the summary of bill of quantities / schedule of prices. Add the following paragraphs: The bidder, by the act of submitting a bid, acknowledgment that he has inspected the site of works and determined the general characteristics and conditions. The employer will not assume any responsibility for information interpretations and deductions the bidder may make from the information furnished by the employer or the engineer. No verbal agreement or conversation with any office, employee or agent of the employer or the engineer either before during or after the execution of the contract shall effect or modify any of the terms or obligations contained in the contract. The attention of the bidder is drawn to the fact that local regulations require

16.9	Bid) iii). Completion period offered is within specified limits. iv). The bidder / manufacture 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 general in order etc. PRICES ADJUSTMENT Price adjustment is not applicable in this contract.
IB-21 21.3	Add the following paragraphs; The performance security shall be equal to an amount of 10% of the contract price or as stated in the letter of acceptance. Such security shall be in the form of either (a) unconditional, irrevocable bank guarantee from a bank located outside Pakistan acceptable to the employer or b) Unconditional, irrevocable bank guarantee by a schedule bank of Pakistan or. c). Bank guarantee from any insurance company for a period till 28 days after the date of issue of Defect liability period.
IB-23 23.1	Alternate proposals by bidders Alternate proposals by bidders are not invited. Bidders will only quote for the bidding design / drawing.
IB-24 24.1	Pre-bid meeting Pre-bid meeting are not valid.
IB-25 25.1	Site visits The bidder or his authorized representative shall visit and inspect the site of the works including the areas and surrounding to be used for contractor's camp, on his own responsibility and at his own expense, and obtain all the information from his own sources, which may be necessary for preparing the bid. The employer may assist but will not take any responsibility for the supply or correctness of the information. The bidder shall before submitting his bid satisfy himself in all respects including the following:- a). The existing facilities in the vicinity of the site of work the hydrological and climatologically conditions, the form and nature of the site of work. b). The quantities and nature of the work and materials necessary for completion of the works. c). The means of access to the site of the work and exit from the site. d). The available accommodation on land for contractor's camp within or outside the site of work. e). All necessary information as to risks, contingencies and

	Other circumstances which may influence or affect the tender f). The type and nature of soil existing in area of work. g). The existing condition at site. Each bidder shall also enquire and satisfy himself as to the source the quantity of supply, sufficiency of and the means of obtaining and transporting all plant material labour fuel water electricity and other matters or things required for or in connection with the works. In preparing the bids, bidders shall also consider his obligation to adequately store all materials and maintain existing facilities and all temporary works during the period of their usage.
	The bidder must make local inquiries as to the physical conditions prevailing at the site and obtain his own information on all matters and things that may in any way influence him in making bid and fixing the rates in the bill of quantities. He must also satisfy himself as to the risks. Obligations and responsibilities to be undertaken in accordance to the contract to be entered into by him should his bid be accepted. The bidder shall make his own investigation, enquiries and assessments on all matters of all conditions of existing constructions at the site and its vicinity to his satisfaction before submitting his bid.

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.

Dated this _____ day of _____, 20

Signature _____

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 D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact]

SCHEDULE - A TO BID

BILL OF QUANTITIES / SCHEDULE OF PRICES

A. Preamble

1. The bill of quantities shall be read in conjunction with the conditions of contract specifications and drawings.
2. The quantities given in the bill of quantities are estimated and provisional and are given to provide a common basis for bidding. The basic of payment will be the actual quantities of work executed and measured by the contractor and verified by the Engineer and valued at the rates and prices entered and prices as the Engineer may fix as per the contract.
3. The rates and prices entered in the priced bill of quantities shall except in so far as it is otherwise provided under the contract include all costs of contract's plant, labour supervision materials execution insurance profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 28 days prior to deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. The whole cost of complying with the provisions of the contract shall be included in the items provided in the priced bill of quantities and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the work.
5. The estimated unit rates and total amounts are provided for each item in the bill of quantities by the Employer. The bidder is required to offer premium above or below the total estimated cost separately for schedule (MES SOR-2021) and non-schedule items at the place provided for the purpose in the summary of bill of quantities.
6. All duties, taxes and other levies payable by the contractor shall be included in the rates and prices.

CAPITAL DEVELOPMENT AUTHORITY
(Maintenance Division-I)

Name of work:- **REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL ROAD,**
F-6/3, ISLAMABAD.

1. Cost of work based MRS-1st BI-Annual-2026 (Rwp)	Rs. 10,137,693/-
_____ % (Above/below)	Rs. _____/-
Total:-	Rs. _____/-
2. Cost of work based on NSR	Rs.3,206,314/-
_____ % (Above/below)	Rs. _____/-
Total:-	<u>Rs. _____/-</u>
Total:-	Rs. _____/-

Signature of Contractor

Name of firm/contractor _____

Address of firm/contractor _____

Earnest money Rs. _____ (_____).

Call deposit No.& date: _____

Name of bank from issued _____

Deputy Director
Maintenance Division-I

Note:-

1. Bidders are required to give only on percentage above/below the NIT cost in figures as well as in words.
2. The rate offered by the bidder /firm shall be considered firm and final and inclusive of all taxes during the contract period.

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1.				
Total (to be carried to Summary of Bid Price)				

SCHEDULES –B TO BID

Specific works Data

The work consists of construction as follows:

**REPAIR / MAINTENANCE OF HOUSE # 18-H SCHOOL ROAD,
F-6/3, ISLAMABAD.**

*(Note: The employer shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

N.A

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.

SCHEDULE – D TO BID

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.

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of 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.
- Organization 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

PART-I

CONDITIONS OF CONTRACT

PART-I: GENERAL CONDITION 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 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 of thereof.
- 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 organizations. 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 Authorized 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 Bank Guarantee at the option of the bidder, in the form of Bank Guarantee or performance bond from AA rating insurance company.

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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the 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 Program

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 Maintenance 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 minimize 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 itemized 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 upon receipt of Maintenance Grant by the Federal Government of Pakistan in fiscal year

(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 (Reference Clause 11.1)

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 demobilize 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 demobilize from the Site.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then

demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the 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 demobilization 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 demobilize the Contractor's Equipment. If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days

after the giving of the notice.

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the 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 (49) 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 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

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.

CONDITIONS OF COTRACT

PART-II: CONTRACT DATA

DEFINITIONS AND INTERPRETATION

1.1 Definitions

a). (i) The employer is the Chairman, Capital Development Authority, Block-IV Sector G-7/4, Islamabad.

a) (ii) The Engineer is Member (Engineering) Capital Development Authority, Block-IV Sector G-7/4, Islamabad., or any other competent person appointed by the Employer, and notified to the contractor, to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

a). (iii) Engineer's Duties and Authority

The Engineer is Member (Engineering) Capital Development Authority, Block-IV Sector G-7/4, Islamabad, or any other competent person appointed by the Employer, is fully empower to carrying out his duties.

- a). Consenting to the Sub letting of any part of the work under Sub clause 4.3 "Subcontracting"
- b). Any action under Clause 4.4 "Performance Security" and Clause 14 " Insurance"
- c). Certifying additional cost determined under Sub Clause 11.1
- d). Any action under Clause 12.4 "Suspension"
- e). Any action under Clause 7.3 "Extension of time for completion"
- f). Any action under Clause 7.4 "Liquidated Damages for delay"
- g). Issuance of "Taking Over Certificate" under Clause 8.2
- h). Issuing a Variation order under Clause 10.1, except:

Release of Retention Money to the contractor under Sub Clause 11.4.

Issuance of "Final Payment certificate" Sub Clause 11.5.

Issuance of "Defect Liability Certificate" under Sub Clause 9.3

*(Note:- Employer may further vary according to need of the project)

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

- a). (iv) “Bidder or Tender” means any person or persons, company, corporation, firm or joint venture submitting a bid or tender.
- a) (v) The word “Tender” is synonymous with bid and the work tender documents with bidding documents.
- a)(vi) “Programme” means the programme to be submitted by the contractor in accordance with sub clause 7.2 and any approved revisions thereto:

1.1.10 Delete the text and substitute as below:

“Contract price” means the sum stated in the letter of acceptance as payable to the contractor for the execution and completion of the works subject to such additions thereto or deduction therefore as may be made and remedying of any defects therein in accordance with the provisions of the contractor. Their cost includes each and every overheads and similar charge including have to pay Government Taxes time to time assign by Government of Pakistan.

1.1.20 Delete the text and substitute as below:

The Engineer is Dy Director, Maintenance Div-I, Capital Development Authority, Old Naval Complex, G-6, Islamabad, or any other competent person appointed by the Employer and notified to the contractor to act in replacement of the Engineer. Provided always that except in cases of professional misconduct, the outgoing Engineers is to formulate his certifications / recommendations in relation to all outstanding matters, disputes and claims relating to the execution of the Works during his tenure.

1.3 Priority of Documents

The priority of documents as listed below will prevail, if an ambiguity or discrepancy is found in the documents.

1. The Contract Agreement
2. Letter of Acceptance
3. Addenda (if any)
4. Special stipulations (Schedule A to Bid) / the priced bill of quantities
5. The completed Form of Bid
6. The particular conditions of Contract Data Part-II
7. Conditions of Contract Part-I
8. Specifications
9. Drawings
10. Bidding data /Instructions to bidders
11. The completed Schedules to Bid (B,C,D,E& F)
12. Any other document forming part of the contract.

In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All drawings and specifications shall be interpreted in conformity with the contract and these appropriate places in the documents, if any shall be deemed to have been incorporated at the appropriate placed in the documents forming the contract.

1.4 Law

- a). The contract documents shall be drawn up in the English language.
- b). The contract shall be subject to the laws of Islamic Republic of Pakistan.

3. Engineer's/ Employer's Representatives

The following paragraph is added:

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

The following sub-clause 3.3 and 3.4 are added:

3.3 Engineer Not liable

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

3.4 Replacement of Engineer

"If the Employer intends to replace the Engineer, the employer shall not less than 14 days before the intended date of replacement given notice to the contractor, of the name, address and relevant experience of the intended replacement Engineer. The

Employer shall not replace the Engineer with a person against whom the contractor raises reasonable objection by notice to the Employer, with supporting particulars”

4.3 ASSIGNMENT & SUB-CONTRACTING

The following sub-clause 4.3 (i) and 4.3 (ii) are added:

4.3 (i) APPROVAL OF SUB-CONTRACTORS LIST

Where a list of sub-contractors is provided by the contractor under schedule C to tender, the sub-contractors in that list shall be subject to the prior approval of the Employer and acceptance of bid does not imply approval of sub-contractors list. The extend and nature of the works to be sub-contractor shall be subject to the approval of the Employer.

The contractors are permitted to employ sub-contractor not more than 30% of their contract work. In case of violation of this rule, punitive action not excluding termination of contract is liable to be taken against the defaulters.

4.4 Performance Security

The text is deleted and substituted with the following:-

The Contractor provide performance security to the Employer in the prescribed form. The said security shall be furnished or caused to be furnished by the contractor within fourteen (14) days after receipt of Letter of Acceptance . The Performance Security shall be of an amount equal to 10% of the contract price stated in the letter of acceptance. Such security shall at the option of the bidder, in the form of Bank Guarantee valid 28 days beyond the defect liability period. The cost of complying with requirements of this Sub-Clause shall be borne by the contractor.

The following Sub-clause 4.4 (i) is added:

4.4 (i) Performance Security Binding on Variations and Changes

The performance security shall be binding irrespective of changes in the quantities or variations in the works or extensions in time for completion of the works which are granted or agreed upon under the provision of the contract.

Without limitation to the provision of the preceding paragraph, whenever the engineer determines an addition to the contract price as result of a change in cost and / or legislation or as a result of variation amounting to more than 25% of the contract price, the contractor at the engineers written request shall promptly increase the value of the performance security by an equal percentage in accordance with the provision of Sub-Clause 4.4

5. Design by Contractor

Clause 5.1 & 5.2 deleted and substituted as below:-

Contractor has to execute the work as per drawing design part of bidding documents.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

Delete the text and substitute with the following:-

- a) Insofar as they directly affect the execution of the work in Pakistan
- i). war and hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii) rebellion, revolution, insurrection or military or usurped power, or civil war,
- iii) ionizing radiations, or contamination by 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 thereof.
- iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- v) Riot commotion or disorder, unless solely restricted to the employees of the contractor or of his sub-contractor and arising from the conduct of the works.
- b) Loss of damage due to the use or occupation by the employer of any section or part of the permanent works except as may be provided for in the contract.
- c) Loss or damage to the extent that it is due to the design of the works other than any part of the design provided by the contractor or for which the contractor is responsible' and
- d) Any operation of the forces of nature (insofar as it occurs on the site) which an experienced contractor:
 - i) Could not have reasonably foreseen, of
 - ii) Could reasonably have foreseen but against which he could not reasonably have taken at least one of the following measures.
 - a). Prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - b) Insure against.

7.2 Programme

The programme shall be submitted by the contractor within 14 days from the date of receipt of letter of acceptance to the contractor.

7.3 Liquidity Damages

The contractor shall pay the amount 0.01% of the contract price for each day of delay in completion of the works subject to a maximum of 10% of contract price, as stated in letter of acceptance or preamble. The Member Engineering CDA is empowered to apply liquidity damages for delay.

8.2 Completion Inspection

Replace clause 8.2 with following texts.

For the purpose of sub-clause 8.1, 8.2 tests on completion shall be deemed to include a joint inspection of the substantially completed works by the employer's representative, Engineer / Engineer's representative and the contractor and such other tests proposed by the Engineer.

The representative of the Engineer in pursuance of the inspection recommendations of the committee shall within 28 days of the date of delivery of the notice mentioned under Clause-48.2 shall recommend to the Employer / tender accepting authority for the issuance of the taking-over certificate. While recommending the certificate of completion as aforesaid, the Employer / Engineer may identify any outstanding items of work which the contractor shall undertake during maintenance period.

9 Remedying Defects

The following Sub-clause 9.3, 9.4, 9.5 and 9.6 are added:

9.3 Final Hand-Over

At the end of the defects liability period or the extended period, if any stipulated in the contract, the Employer on application of the contractor, shall decide the members of the final hand-over committee in the same manner as stated in Clause-8 of the conditions of contracts for the taking-over certificate, and announce the same to the contractor. The committee or the Directorate concerned, after investigation of the works, if satisfied that there are no deficiencies or defects due to the work of the contractor, shall certify the final hand-over, and the Engineer will then issue "Defects Liability Certificate" or permission.

9.4 Making Good Damages to Services, Earth – faces, etc.

The contractor, shall make good, at his own cost, all damages to telephone, telegraph and electric cables or wires, sewers, water or other pipes except where the authority, Employer or private party owning or responsible for the same elects to make good the damages.

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

9.5 Maintenance and Defects Liability Period

The defects liability period for the works shall be 365 days from the date of completion of the works certificate by the Engineer in the Taking over certificate. The contractor shall be responsible to make rectification of the items on the punch list issued by the Engineer and as otherwise required under the contract without any cost to the Employer within this period. Maintenance shall mean the process of sustaining the level of physical quality of the project as per originally established criteria,

Usually involving a programme of inspection, clearing and repair activities by the contractor at his own cost.

Maintenance period shall be 365 days from the date of completion of the works, certified by the Engineer in the Taking over certificate.

The contractor during this maintenance period shall perform the following services.

- i). The contractor will be responsible for the regular inspection of the works, remove and prepare an inventory of any defects developing and/ or to be attended regularly.
- ii). The contractor shall also maintain an inventory of equipment, tools and material used or to be used during the maintenance period.
- iii). The contractor shall also maintain an inventory of any defects located or being developed during hazards, accident or natural calamity during this maintenance period.
- iv). The Employer / Engineer will inspect the maintenance standards once in every three months and prepare a punch list jointly with the contractor for proper upkeep and maintenance. The contractor will attend to this punch list promptly and complete the same before the next inspection period and report the same to the concerned project authorities.
- v). The contractor shall be responsible for the maintenance detailed inspection at regular intervals for each items.

Inspection of pavement and rectification of all types of defects developed thereto, including but not limited to cracks ruts settlement, etc.

The other steps required by the contractor are as follow:-

- Inspect and repair potholes developed thereto in the pavement.
- Maintenance of shoulders to original lines and grades.
- Maintenance and re-erection of traffic road signs, reflector zed pavement studs guide posts/ delineators, guardrails (steel and concrete), kilometer posts, precast concrete curbs and other items of original bill of quantities.
- Repairing and maintenance of road marking on the entire length of road way and deck slab, upkeep and maintenance of approaches, embankments, bunds, slopes, rip, rap, guide bands, dykes, girders deck expansion joints etc. attending to any drainage or irrigation culverts across the embankment and keeping in storm water culverts downstream erosion maintained.

- Maintenance and up keeping of longitudinal drains in cut and fill areas and make any additional work to stop any excessive erosion, identify trouble points and get these rectified.
- In case of any defects or damage due to wear and tear, by accident or by natural calamity attend the same promptly and maintain / upkeep into an acceptable defect free immaculate condition.
- Inspect all culverts, bridges, structures, road cut and cut slopes and attend to their proper maintenance and upkeep as per original criteria.
- Check all bridges and roadway during and after floods and rectify defects.
- The contractors shall maintain a communication system for this own use and for use of his staff and crew especially in case of emergency of floods etc.

9.6 Extension of Defects Liability Period

The Employer shall be entitled to an extension of the defect liability period for the work or a section on account of failure of the contractor to rectify a defect or damage.

10 Variations and claims

10.1 Right to vary

Replace clause 10.1 with following text:

The Employer / Engineer may issue variation orders (s) in writing. The Engineer will pay as per BOQ rates / schedule rates of MES or Non Schedule applicable at that agreement. The items which does not fall in schedule of MES & NHA will derive as a non-schedule items / market items.

10.2 Valuation of Variations

10.3 Early Warning

Replace clause 10.3 with following text:

In any physical obstructions or conditions. The contractor is only entitle to extension of the time for completion.

The text is deleted and substituted with the following:

All variations or any additions in the contract price (for the purpose of this Clause referred to as “varied work”) shall be valued at the rates and prices set out in the contract if in the opinion of the Engineer, the same shall be applicable.

The quantities given in the contract are estimated and may vary during the execution of the project. The rates entered in the priced bill of quantities in the contract will be fixed and applicable to all quantities (both increased and decreased) as may result during the execution of the project. No revision of rates shall be permissible for any variation in quantities, except for such work which has not been included in the price bill of quantities or not already shown in the drawings.

The item not covered in BOQ/Schedule A to Bid shall be valued as if the items available in the respective schedule (s) i.e basis of the contract, adopting the rate of relevant item adding premium of the contractor, otherwise the same shall be analyzed on the basis of market rates as decided by the Engineer for the extra / substituted items. No profit will be allowed on the material / machinery to be supplied by the Employer.

In the event of disagreement, the engineer shall within a period of not exceeding 1/8 (one-eight) of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later, fix such rates or prices as are, in his opinion, appropriate and shall notify the contractor accordingly, with a copy to the Employer. Unit such time as rates or prices are agreed or fixed, the engineer shall determine provisional rates or prices to enable on account payments to be included in certificates issued.

11.1 (a) Terms of payments

11.2 Monthly Statements

Sub Clause 11.2 is deleted and substituted as under:-

The contractor shall submit a statement in six (2) copies to the Engineer at the end of each month, in a tabulated form approved by the Engineer, showing the amounts to which the contractor considers himself to be entitled. The statement shall include the following items, as applicable, which shall be taken into account in the sequence listed.

- a). The estimated contract value of the works in local currency executed up to the end of the month in question at unit rates and prices in the bill of quantities.
- b). The actual value certified by the Engineer for payment for the works executed up to the end of the previous month at unit rates and prices in the BOQ.
- c). The estimated contract value at unit rates and prices of the works for the month in question in local currency obtained by deducting (b) from (a).
- d). The value of any variations executed up to the end of the month in question less the amount certified by the Engineer in the previous interim payment certificate in local currency only, pursuant to Clause-10.
- e). Amount approved in respect of Day work executed up to the end of the month in question less the amount for day work certified in the previous interim payment certificate in local currency only as determined from the day work schedule of the bill of quantities.
- f). Any credit or debit for the month in question in respect of material and plant for the permanent works in the relevant amount in local currency and under the conditions set forth.
- g). Any amount to be withheld under the retention provisions.
- h). Deduction of advance income tax in accordance with the prevailing income tax laws of Pakistan from all payments due to the contractor. Such deduction shall be deposited with the Government of Pakistan towards payment of income tax by the contractor and a certificate to this effect shall be issued to the contractor by the Employer.
- i). Any amounts to be deducted as repayment of the advance.

- i). Any other sum, in local currency to which the contractor may be entitled under the contract.
- k). The deduction of amounts certified in all previous payment certificates.
- j). Any amounts to be deducted as recovery for Employer's supplied materials as per the provisions of contract.

11.3 Interim Payments

Sub Clause 11.3 is deleted and substituted as under:-

The said statement shall be approved or amended by the Engineer in such a way that in his opinion it reflects the amount in various currencies due to the contractor in accordance with the contract., after deduction by the contractor to the Employer. In cases where there is a deference of opinion a to the value of any item, the Engineer's view shall prevail. Within 28 days of receipt of the monthly statement referred to in sub-clause 11.2, the Engineer shall determine the amounts due to the contractor and shall issue to the Employer and the contractor a certificate herein called “ Interim payment certificate” certifying the amounts due to the contractor.

The retention money as mentioned at paragraph (i) of sub clause 11.1 shall be deducted by the applying the percentage of retention stated in Appendix A/Preamble to bid until the amount so retained reaches the limits of Retention Money stated in the Preamble /Appendix A to Bid.

Provided that the Engineer shall not be bound to certify any payment under this sub-clause if the net amount thereof after all retentions and deductions would be les than the minium amount of Interim Payment Certificates stated in the Preamble /Appendix A to Tender.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the Performance Security has been provided by the contractor and approved by the Employer”

11.4 Retention

Sub Clause 11.4 is deleted and substituted as under:-

Retention money shall be paid by the Employer/ one stage above by the tender accepting authority to the Contractor “ Subject to the condition that there is no audit observation, audit para, draft para, advance para or printed para etc involving recovery from the contractor is outstanding against this work” and contractor has remedied of notified defects, or the completed outstanding work, all as referred to in Sub-Clause9, whichever is the later.

11.5 Final Payment

The following paragraph is added at the end:-

“If following discussions between the Engineer and the contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall issue to the Employer an Interim Payment Certificate for those parts of the draft final statement which are not in dispute and in such case, the payment may also be made even the amount is found less than the minimum amount of IPC stated in preamble. The dispute shall then be settled in accordance with Clause 15. The final statement shall be agreed upon on settlement of the dispute.

12 DEFAULT

12.1 Default by Contractor

Add paragraph at the end of Clause 12.1 of conditions of the contract:-

If the work is observed to be behind the Clause 14.1 programmed to which consent has been given by the Engineer, in four consecutive intervals or if the contractor fails to mobilize at the site in accordance with programme of works.

“ Then the Employer may after giving fourteen (14) days notice to the contractor enter upon the site and expect the contractor there from without thereby avoiding the contract, or releasing the contractor from any of his obligations or liabilities under the contract affecting the rights and powers conferred on the employer or the Engineer of the contract, and may himself complete the work. The Employer or such other contractor may use for such completion so much of the contractors equipment plant temporary works and materials which have been deemed to be reserved exclusively for the execution of the works, and the materials provision of the contract as he or they may think proper and the Employer may at any time sell and of the contractor’s said equipment temporary work and unused plant & material and apply the procedures or sale in or towards the satisfaction of any sums due or that become due to him from the contractor under the contract”

Provide further that in addition to the action taken by the Employer against the contractor under this clause, the Employer may also refer the case of default of the contractor to Pakistan Engineering Council for punitive action under the construction and operation of Engineering Works Bye-Laws 1987 as amended from time to time.

Add new sub-clause 63.5, 63.6 and 63.7 as follows:

12.41 Payment upon Termination

Sub Clause 12.4 is deleted and substituted as under:-

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,

14 INSURANCE

14.1 Agreements

The text is deleted and substituted as under:-

The contractor shall without limiting his or the Employer’s obligations and responsibilities under Clause-6 insure:

- a) The works to the full replacement cost
- b) An additional sum of 15% of such replacement cost
- c). Third party injury or death to person and damage to property.

The insurance in paragraph (1) above shall be in the joint names of the contractor and the Employer an shall cover:

- a). The Employer and the contractor shall against all the loss or damage from whatsoever cause arising with the following exclusions:
 - i). As provided in Sub Clause-6
 - ii). Wear and tear, gradual deterioration, expansion or contraction due to changes of temperature

- b). Such insurance shall commence from effective date of commencement of the works. The insurance shall expire on the expiration of the defect liability period. Costs of such insurances shall be borne by the contractor.

15.2 Notice of Dissatisfaction

In the 3rd lines the words within 14 days of receipt shall be replace with words within 48 days of receipt.

15.3 Arbitration

The following paragraph is added:

Replace of arbitration shall be Islamabad, Pakistan .

1 Safety, Security and Protection of the Environment

The contractor shall exercise care to protect the natural landscape and shall conduct his construction operations so as to prevent any unnecessary destruction, scarring or defacing of the natural surroundings in the vicinity of the works, except where clearing is required for permanent works, approved, temporary works and for excavation operations. All trees and native vegetations shall be preserved and shall be protected from the damaged which may be caused by the contractor's construction operations and equipment. On completion of the works, all work areas shall be leveled and graded in a manner to confirm the nature appearance of the landscape. Where unnecessary destruction, scarring damage or defacing may occur as a result of the contractor's operations, it shall be repaired, replanted or otherwise corrected as directed by the Engineer at contractor's expense.

Borrow areas shall be located and operated so as not to detract from the future usefulness or value of the sites. Upon completion of operations, borrow areas shall be left in a safe and acceptable conditions. No borrow areas shall be located within 500 meter from the right of way.

During the performance of the work required under the contract, the contractor shall carryout proper and efficient measures as often a necessary to reduce the dust nuisance and to prevent dust originating from his operations.

18 Safety Precautions

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

19 Supply of Water

The contractor shall, so far as is reasonable practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour. The contractor will bear all charges for laying his water line from the mains to the site of his underground tanks which he may require and construct for storage purpose at his own cost. The contractor shall pay the cost of water to the authority at 1.5% of total cost of work.

20 Use of Pakistan Materials and Services

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

21 Disposal of dumped material

The contractor shall be responsible for disposing the excavated / dumped material of buildings / roads / other project and also the responsible for dressing of dumping material and should not be deposited off to nullah or location from where it can be eroded with drainage or rain water.

22 Liability of Contractor

The contractor or his sub-contractors or assigns shall follow strictly, all relevant labour laws including the workmen's compensation Act and the Employer shall be fully indemnified for all claims, damages etc, arising out of any dispute between the contractor, his Sub-contractors or assigns and the labour employed by them.

23 Custom Duty and Taxes

The price tendered by the contractor shall include all import licence fees, custom duties, excise duties, sales taxes, surcharges, business taxes, income taxes that are levied according to the laws and regulations of Pakistan on the contractor's Equipment, materials and supplies (both permanent, temporary and consumable) acquired for the purpose of the contract and on the services performed under the contract. Nothing in the contract shall on profits made by him in respect of the contract.

24 Fixed Withholding Tax

A sum in Pakistan Rupees, in accordance with the prevailing Income Tax Laws of Pakistan shall be deducted from all payment made to the contractor and be deposited with Government of Pakistan towards payment of Income Tax by the contractor. When such deduction is made from the payments a certificate to that effect shall be issued by the employer to the contractor.

Notwithstanding such deduction of Income Tax at source, the contractor shall be liable to pay the balance Income Tax, Super Tax, GST and other taxes on income or his profits arising out of the contract, and his employees on their remunerations etc, in accordance with prevailing Income Tax Laws of Pakistan.

FORMS

Bid Security
Performance Security (Bank Guarantee)
PEC Format

FORM OF BID SECURITY
(CDA only)

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 fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the 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
(As per relevant clause)

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.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

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 _____ 200 _____ 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:
 1. The Contract Agreement
 2. Letter of Acceptance
 3. Addenda (if any)
 4. Special stipulations (Schedule A to Bid) / the priced bill of quantities
 5. The completed Form of Bid
 6. The particular conditions of Contract Data Part-II
 7. Conditions of Contract Part-I
 8. Specifications
 9. Drawings
 10. Bidding data /Instructions to bidders
 11. The completed Schedules to Bid (B,C,D,E& F)
 12. Any other document forming part of the contract.
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)

