

Pakistan Atomic Energy Commission Foundation

INVITATION FOR BIDS

PAEC Foundation (PAECF) invites electronic and sealed bids from firms who are well reputed, registered with Pakistan Engineering Council having valid Registration Certificate for the year 2025-26 in category C-6 or above who can prove eligibility and qualification and having experience of execution of similar nature of works as mentioned in the bidding documents for the following project:

Tender No.	Name of Work
PF-02/25-26/CHA/Farm	REPAIRING/ CONSTRUCTION OF BARBED WIRE FENCING AROUND THAL AREA NEWAR ALLUWALI, CHASHMA, MIANWALI

Bidding will be carried out by adopting “**Single Stage One Envelope**” procedure.

Electronic Bidding Documents containing detailed requirements, terms and conditions is available for the registered bidders on EPADS at www.eprocure.gov.pk and shall be purchased from the office of General Manager (Projects), PAEC Foundation Head Office, adjacent to NORI Hospital Hanna Road G-8/3, Islamabad upon submission of application on printed pad along with professional Tax certificate, renewal PEC license, attested copy of NTN certificate, attested copy of CNIC, Registration proof with PPRA on E-PADS and demand draft / pay order/ cash amounting to Rs.3000/- (non-refundable) being cost of bidding documents in favor of PAEC Foundation Islamabad during working hours. No application will be entertained for issuing of bidding documents on the date of opening of bids.

Only firms/ contractors registered with PPRA on EPADS as vendors are eligible to purchase bidding documents.

Bid must be accompanied with a bid security/earnest money (refundable) amounting to 2% of the bid price in shape of call deposit/ Pay order in favor of PAEC Foundation Islamabad valid for 90 days from date of submission of bids. The prospective bidders shall upload scanned copy of Bid Security on E-PADS in PDF format and original will be submitted to the office of General Manager (Projects) PAEC Foundation, Adjacent to NORI Hospital, Hanna Road, Sector G-8/3, Islamabad one day before submission of bids.

The prospective bidders are required to submit their bids online through E-PADS at (<http://eprocure.gov.pk>) on or before 13-10-2025 upto 12:00 hrs. Only manual bids will not be entertained. Electronic bids will be opened on the same day at 1230 Hrs. through EPADS in presence of procurement committee & bidders authorized representatives who choose to attend the opening session in the office of General Manager (Projects) PAEC Foundation, Adjacent to NORI Hospital, Hanna Road, Sector G-8/3, Islamabad.

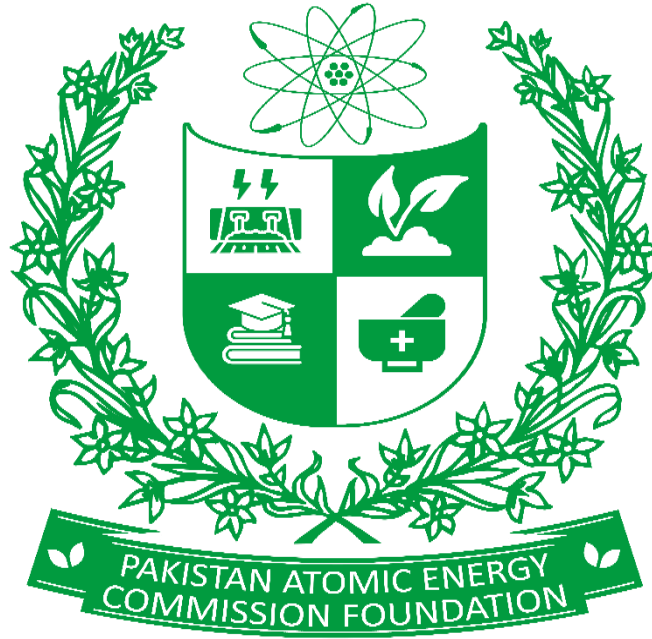
No tender will be issued without showing all documents in “ORIGINAL”.

Notification of GRC constituted in terms of Rule-48 of PPRA Rules 2004 is provided on EPADS at www.eprocure.gov.pk

PAEC Foundation reserves the right to reject any or all the bids / proposals at any time prior to the acceptance of a bid or proposal on the basis of valid reasons as per PPRA Rules. The Advertisement is also available on PAEC Foundation and PPRA’s websites.

General Manager (Projects)
PAEC Foundation, Adjacent to NORI Hospital,
Hanna Road, Sector G-8/3, Islamabad.
Tel: 051-9263295-97

PAEC FOUNDATION ISLAMABAD



REPAIRING/ CONSTRUCTION OF BARBED WIRE FENCING AROUND THAL AREA NEWAR ALLUWALI, CHASHMA

Tender No: PF-02/25-26/CHA/Farm

BIDDING DOCUMENTS

VOLUME-I

_____ Sep, 2025

Issued to: M/s _____

TABLE OF CONTENTS

Description

INVITATION FOR BIDS

Form

INSTRUCTIONS TO BIDDERS

A. General

- IB.1 Scope of Bid
- IB.2 Source of Funds
- IB.3 Eligible Bidders
- IB.4 One Bid Per Bidder
- IB.5 Cost of Bidding
- IB.6 Site Visit

B. Bidding Documents

- IB.7 Contents of Bidding Documents
- IB.8 Clarification of Bidding Documents
- IB.9 Amendment of Bidding Documents

C. Preparation of Bids

- IB.10. Language of Bid
- IB.11 Documents Accompanying the Bid
- IB.12 Bid Prices
- IB.13 Currencies of Bid and Payment
- IB.14 Bid Validity
- IB.15 Bid Security
- IB.16 Performance Guarantee
- IB.17 Format and Signing of Bid

D. Submission of Bids

- IB.18 Sealing and Marking of Bids
- IB.19 Deadline for Submission of Bids
- IB.20 Late Bids
- IB.21 Modification, Substitution and Withdrawal of Bids

E. Bid Opening and Evaluation

- IB.22 Bid Opening
- IB.23 Process to be Confidential
- IB.24 Clarification of Bids
- IB.25 Examination of Bids and Determination of Responsiveness
- IB.26 Correction of Errors
- IB.27 Evaluation and Comparison of Bids

F. Award of Contract

- IB.28 Award
- IB.29 Employer's Right to accept any Bid and to reject any or all Bids
- IB.30 Notification of Award
- IB.31 Signing of Contract Agreement
- IB.32 General Performance of the Bidders
- IB.33 Integrity Pact
- IB.34 Instructions Not Part of Contract

FORM OF BID AND APPENDICES TO BID FORM OF BID

Appendix-A to Bid	: Special Stipulations
Appendix-B to Bid	: Foreign Currency Requirements
Appendix-C to Bid	: Price Adjustment (Under Clause 70)
Appendix-D to Bid	: Bill of Quantities
Appendix-E to Bid	: Proposed Construction Schedule
Appendix-F to Bid	: Method of Performing the Work
Appendix-G to Bid	: List of Major Equipment – Related Items
Appendix-H to Bid	: Construction Camp and Housing Facilities
Appendix-I to Bid	: List of Subcontractors
Appendix-J to Bid	: Estimated Progress Payments
Appendix-K to Bid	: Organization Chart of the Supervisory Staff and Labour
Appendix-L to Bid	: Integrity Pact

FORMS

BID SECURITY CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND

PART-I: GENERAL CONDITIONS OF CONTRACT

PART-II: PARTICULAR CONDITIONS OF CONTRACT

SPECIFICATIONS - SPECIAL PROVISIONS

SPECIFICATIONS - TECHNICAL PROVISIONS DRAWINGS

INVITATION FOR BIDS

INVITATION FOR BIDS

1) PAEC Foundation (PAECF) invites electronic and sealed bids from firms who are well reputed, registered with Pakistan Engineering Council having valid Registration Certificate for the year 2025-26 in category C-6 or above who can prove eligibility and qualification and having experience of execution of similar nature of works as mentioned in the bidding documents for the following project:

Sr. #	Name of Work
1	REPAIRING/ CONSTRUCTION OF BARBED WIRE FENCING AROUND THAL AREA NEWAR ALLUWALI, CHASHMA

2) Bidding will be carried out by adopting “**Single Stage One Envelope**” procedure.

3) Electronic Bidding Documents containing detailed requirements, terms and conditions is available for the registered bidders on EPADS at www.eprocure.gov.pk and shall be purchased from the office of General Manager (Projects) PAEC Foundation, Adjacent to NORI Hospital, Hanna Road, Sector G-8/3, Islamabad upon submission of application on printed pad along with professional Tax certificate, renewal PEC license, attested copy of NTN certificate, attested copy of CNIC, Registration proof with PPRA on E-PADS and demand draft / pay order/ cash amounting to Rs.3000/- (non-refundable) being cost of bidding documents in favor of PAEC Foundation Islamabad during working hours. No application will be entertained for issuing of bidding documents on the date of opening of bids.

4) Only firms/ contractors registered with PPRA on EPADS as vendors are eligible to purchase bidding documents.

5) Bid must be accompanied with a bid security/earnest money (refundable) amounting to 2% of the bid price in shape of call deposit/ Pay order in favor of PAEC Foundation Islamabad valid for 90 days from date of submission of bids. The prospective bidders shall upload scanned copy of Bid Security on E-PADS in PDF format and original will be submitted to the office of General Manager (Projects) PAEC Foundation, Adjacent to NORI Hospital, Hanna Road, Sector G-8/3, Islamabad one day before submission of bids.

6) The prospective bidders are required to submit their bids online through E-PADS at (<http://eprocure.gov.pk>) on or before 13-10-2025 upto 12:00 hrs. Only manual bids will not be entertained. Electronic bids will be opened on the same day at 1230 Hrs through EPADS in presence of procurement committee & bidders authorized representatives who choose to attend the opening session in the office of General Manager (Projects) PAEC Foundation, Adjacent to NORI Hospital, Hanna Road, Sector G-8/3, Islamabad.

7) No tender will be issued without showing all documents in “ORIGINAL”.

8) Notification of GRC constituted in terms of Rule-48 of PPRA Rules 2004 is provided on EPADS at www.eprocure.gov.pk

9) PAEC Foundation reserves the right to reject any or all the bids / proposals at any time prior to the acceptance of a bid or proposal on the basis of valid reasons as per PPRA Rules.

10) The Advertisement is also available on PAEC Foundation and PPRA's websites.

General Manager (Projects)
PAEC Foundation, Adjacent to NORI Hospital,
Hanna Road, Sector G-8/3, Islamabad.
Tel: 051-9263295-97

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.

1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.

IB.2 Source of Funds

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

IB.3 Eligible Bidders

3.1 This Invitation for Bids is open to all bidders meeting the following requirements:

- a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

6.1 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.

6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will

release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders.
2. Bidding Data.
3. General Conditions of Contract, Part-I (GCC).
4. Particular Conditions of Contract, Part-II (PCC).
5. Specifications – Special Provisions.
6. Specifications - Technical Provisions.
7. Form of Bid & Appendices to Bid.
8. Bill of Quantities (Appendix-D to Bid).
9. Form of Bid Security.
10. Form of Contract Agreement.
11. Drawings.

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum

into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.20

C. PREPARATION OF BIDS

IB.10 Language of Bid

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

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

- (a) submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder;
- (b) update the information indicated and listed in the Bidding Data and previously submitted with the application for prequalification, and continue to meet the minimum criteria set out in the prequalification documents which as a minimum, would include the following :
 - (i) Evidence of access to financial resources alongwith average annual construction turnover;
 - (ii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - (iii) Work commitments since prequalification;
 - (iv) Current litigation information; and
 - (v) Availability of critical equipment. and
- (c) furnish a technical proposal taking into account the various Appendices to Bid specially the following:

Appendix-E to Bid	Proposed Construction Schedule
Appendix-F to Bid	Method of Performing the Work
Appendix-G to Bid	List of Major Equipment
Appendix-K to Bid	Organization Chart for Supervisory Staff and other pertinent information such as mobilization programme etc;

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

IB.12 Bid Prices

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

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

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

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

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

IB.13 Currencies of Bid and Payment

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

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

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

IB.14 Bid Validity

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

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

IB.15 Bid Security

15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call / Demand Draft in favor of the Employer valid for a period 28 days beyond the Bid Validity date.

15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.

15.5 The Bid Security of the successful bidder will be returned to the bidder upon signed the Contract Agreement.

15.6 The Bid Security may be forfeited:

- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
- (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
- (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) Sign the Contract Agreement.

IB.16 Performance Security

16.1 The Contractor shall, within **fourteen (14) days** of receipt of the Letter of Acceptance, furnish to the Employer a Performance Security in the amount stipulated in the Bidding Data in Pak Rupees **of the Accepted Contract Price**, as security for the due performance of the Contract.

16.2 The Performance Security shall be in one of the following forms, at the Contractor's option, and shall be in the format prescribed in the Bidding Documents:

a. an unconditional Bank Guarantee issued by a scheduled bank in Pakistan;

or

b. in the form of Deposit at Call / Demand Draft in favor of the Employer.

16.3 The Performance Security shall be valid until **twenty-eight (28) days after the expiry of the Defects Liability Period** and shall remain enforceable until all contractual obligations of the Contractor have been duly performed and satisfied.

16.4 Failure of the successful bidder to furnish the required Performance Security within the prescribed time shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such event, the Employer may, at its discretion, make the award to the next lowest evaluated bidder or invite new bids.

The Performance Security shall be released by the Employer upon:

a. issuance of the Final Certificate by the Engineer/Employer; and

b. satisfactory completion of the Defects Liability Period, subject to any deductions lawfully due under the Contract.

I-8

IB.17 Format and Signing of Bid

17.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

17.2 All appendices to Bid are to be properly completed and signed.

17.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

17.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

17.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub- Clause

11.1 (a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

17.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

18.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.

18.2 The inner and outer envelopes shall:

18.2.1 be addressed to the Employer at the address provided in the Bidding Data;

18.2.2 bear the name and identification number of the contract as defined in the Bidding Data; and

18.2.3 Provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

18.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.21

18.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

19.1

(a) Bids must be received by the Employer at the address specified no later than the time and date stipulated in the Bidding Data.

Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery

of bids. No claims will be entertained for refund of such expenses.

(b) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(c) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

19.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.20 Late Bids

20.1

(a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

21.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

21.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.

21.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.

21.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.22 Bid Opening

22.1 The Employer will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.

22.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids.

22.4 Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.23 Process to be Confidential

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

IB.24 Clarification of Bids

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

IB.25 Examination of Bids and Determination of Responsiveness

25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.

25.2 A substantially responsive bid is one which

- (i) meets the eligibility criteria;
- (ii) Has been properly signed;
- (iii) is accompanied by the required Bid Security; and
- (iv) Conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation.

A material deviation or reservation is one

- (i) which affect in any substantial way the scope, quality or performance of the Works;

25.2.1.1 which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or

25.2.1.2 Adoption/ rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.26 Correction of Errors

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

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

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

IB.27 Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause IB.26.

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

27.2.1 making any correction for errors pursuant to Clause IB.27;

27.2.2 excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Daywork; and

27.2.3 Making an appropriate adjustment for any other acceptable variation or deviation.

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

27.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

F. AWARD OF CONTRACT

IB.28 Award

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

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

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

IB.29 Employer's Right to accept any Bid and to reject any or all Bids

29.1 Notwithstanding Clause IB.28, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.30 Notification of Award

30.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").

30.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Employer may have clarification meetings to get clarify any item in the bid evaluation report.

30.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the bidder till signing of the formal Contract Agreement.

30.4 The Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.31 Signing of Contract Agreement

The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

IB.32 General Performance of the Bidders

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

IB.33 Integrity Pact

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

IB.34 Instructions not Part of Contract

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

BIDDING DATA

Bidding Data

1.1 Name and address of the Employer: PAEC Foundation

Adjacent to NORI Hospital, Hanna Road, Sector G-8/3, Islamabad.

1.1 Name of the Project & Summary of the Works:

RREPAIRING/ CONSTRUCTION OF BARBED WIRE FENCING AROUND THAL AREA NEWAR ALLUWALI, CHASHMA

11.1 (c) Furnish Technical Proposal:

The bidder to submit a technical proposal in sufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the Works.

13.1 *Bidders to quote entirely in Pak. rupees.*

14.1 Period of Bid Validity:

90 days

15.1 Amount of Bid Security:

2% of Quoted Bid Price in shape of CDR / Demand Draft in favor of PAEC Foundation from any scheduled Bank of Pakistan

16.2 Amount of Performance Security

Performance Security @ 5% of the Accepted Contract Price in one of the following forms, at the Contractor's option:

a. an unconditional Bank Guarantee issued by a scheduled bank in Pakistan;

or

b. in the form of Deposit at Call / Demand Draft in favor of the Employer.

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

[One original only]

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

[As per Tender Notice / Invitation for Bids.]

20.1 (a) Deadline for submission of bids:

[As per Tender Notice / Invitation for Bids.]

23.1 Venue, time, and date of Bid opening:

[As per Tender Notice / Invitation for Bids.]

FORM OF BID AND APPENDICES TO BID

SPECIAL STIPULATIONS**Clause****Conditions of Contract**

1.	Engineer's Authority to issue Variation in emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Time for Furnishing Programme	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
3.	Time for Commencement	41.1	Within 10 days from the date of receipt of Engineer's Notice to Commence which shall be issued within ten (10) days after signing of Contract Agreement.
4	Performance Security	16.2	Within fourteen (14) days of receipt of the Letter of Acceptance a Performance Security @ 5% of the Accepted Contract Price
4.	Time for Completion	43.1, 48.2	60 days from the date of receipt of Engineer's Notice to Commence.
5.	a) Amount of Liquidated Damages	47.1	Rs. 0.01% for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
6.	Defects Liability Period	49.1	365 days from the effective date of Taking Over Certificate.
7.	Percentage of Retention Money	60.2	5 % of the amount of Interim Payment Certificate.
8.	Limit of Retention Money	60.2	5 % of Contract Price stated in the Letter of Acceptance.
9	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	60.10	48 days

PRICE ADJUSTMENT UNDER CLAUSE 70

OF CONDITIONS OF CONTRACT

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

(To be filled by the Employer)

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

Notes:

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

PROPOSED CONSTRUCTION SCHEDULE

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

<u>Description</u>	<u>Time for Completion</u>
a) Whole Works	_____ days
b) Part-A	_____ days
c) Part-B	_____ days
d)	_____ days
e)	_____ days

METHOD OF PERFORMING THE WORK

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Works, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.]

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

ORGANIZATION CHART FOR THE SUPERVISORY STAFF AND LABOUR

(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 Seller/Supplier:

Name of Seller/Supplier:

Signature: _____
[Seal]

Signature: _____
[Seal]

FORMS

BID SECURITY

CONTRACT AGREEMENT

PERFORMANCE SECURITY

MOBILIZATION ADVANCE GUARANTEE/BOND

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

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

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

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

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

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and

sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

BS-2

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

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

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

SURETY (Bank)

WITNESS:

Signature: _____

1. _____

Name: _____

Corporate Secretary (Seal)

Title: _____
Corporate Guarantor (Seal)

2. _____

Name, Title & Address

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day _____ of _____ (month) 20____ between

(Hereafter called the "Employer") of the one part and

(Hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

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

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

Signature of the Contactor

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

Form of Performance Security (Bank Guarantee)

(To be printed on non-judicial stamp paper of appropriate value, in accordance with the Stamp Act of Pakistan)

Bank Guarantee No. _____

Date of Issue: _____

Amount: PKR [_____]

Expiry Date: _____

To:

[Name of Employer / Procuring Agency]

[Address]

1. We, the undersigned, [Name and Address of Bank], hereinafter called the Bank, are acting at the request of [Name and Address of Contractor], hereinafter called the Contractor, to provide this guarantee in favor of [Name of Employer], hereinafter called the Employer.

2. Pursuant to the terms of Contract No. [_____] dated [_____] between the Employer and the Contractor for the execution of [Name of Works], the Contractor is required to furnish a Performance Security for the amount of [_____] % of the Accepted Contract Price].

3. We hereby irrevocably and unconditionally undertake to pay to the Employer, upon the Employer's first written demand and without cavil or argument, any sum or sums not exceeding in total an amount of PKR [_____] (Pak Rupees _____ only).

4. We agree that no change in or addition to the terms of the Contract or to any documents forming part thereof shall in any way release us from any liability under this guarantee, and we waive notice of any such change or addition.

5. This guarantee shall remain valid and in full force until twenty-eight (28) days after the expiry of the Defects Liability Period under the Contract, or until issuance of the Final Certificate by the Employer, whichever is later.

Authorized Signature(s) and Seal of the Bank

Name: _____

Title: _____

Seal: _____

MOBILIZATION ADVANCE GUARANTEE/BOND

Guarantee No. _____ Date _____

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

with _____ (hereinafter called the "Contractor").

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

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

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

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

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

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

_____ Whichever is earlier.
(Date)

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor

provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

MG-2

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

WITNESS

1. _____

Cooperate Secretary (Seal)

(Name Title & Address)

Corporate Guarantor (Seal)

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
1.1	Definitions	147
1.1	Engineer's Duties and Authority	147
1.2	Engineer's Representative	149
2.7	Engineer Not Liable	149
2.8	Replacement of the Engineer	149
5.1	Language(s) and Law	149
5.2	Priority of Contract Documents	149
6.6	Shop Drawings	150
6.7	As-Built Drawings	150
14.1	Programme to be Submitted	151
14.3	Cash Flow Estimate to be Submitted	151
14.5	Detailed Programme and Monthly Progress Report	151
15.2	Language Ability of Contractor's Representative	152
15.3	Contractor's Representative	152
16.3	Language Ability of Superintending Staff of Contractor	152
16.4	Employment of Local Personnel	152
19.3	Safety Precautions	152
19.4	Lighting Works at Night	153
20.4	Employer's Risks	153
21.1	Insurance of Works and Contractor's Equipment	153
21.4	Exclusions	154
25.5	Insurance Company	154
31.3	Co-operation with Other Contractors	154
34.2	Rates of Wages and Conditions of Labour	154
34.3	Employment of Persons in the Service of Others	154
34.4	Housing for Labour	154
34.5	Health and Safety	155
34.6	Epidemics	155
34.7	Supply of Water	155
34.8	Alcoholic Liquor or Drugs	155
34.9	Arms and Ammunition	155
34.10	Festivals and Religious Customs	155
34.11	Disorderly Conduct	156
34.12	Compliance by Subcontractors	156
35.2	Records of Safety and Health	156
35.3	Reporting of Accidents	156
36.6	Use of Pakistani Materials and Services	156
41.1	Commencement of Works	156
47.3	Bonus for Early Completion of Works	157
48.2	Taking Over of Sections or Parts	157
51.2	Instructions for Variations	157

TABLE OF CONTENTS

PART II - PARTICULAR CONDITIONS OF CONTRACT

Clause	Title	Page
52.1	Valuation of Variations	157
53.4	Failure to Comply	157
54.3	Customs Clearance	157
54.5	Conditions of Hire of Contractor's Equipment	157
59.4	Payments to Nominated Sub-contractors	157
59.5	Evidence of Payments	158
60.1	Monthly Statements	158
60.2	Monthly Payments	158
60.10	Time for Payment	158
60.11	Secured Advance on Materials	159
60.11	Financial Assistance to Contractor	159
63.1	Default of Contractor	161
65.2	Special Risks	161
67.3	Arbitration	161
68.1	Notice to Contractor	161
68.2	Notice to Employer and Engineer	162
70.1	Increase or Decrease of Cost	162
73.1	Payment of Income Tax	163
73.2	Customs Duty & Taxes	164
74.1	Integrity Pact	164
75.1	Termination of Contract for Employer's Convenience	164
76.1	Liability of Contractor	164
77.1	Joint and Several Liability	165
78.1	Details to be Confidential	165

PART II - PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

- (a) (i). The Employer is PAEC Foundation, adjacent to NORI Hospital Hanna Road G8/3 Islamabad.
- (a) (iv). The Engineer is Assistant Manager Civil, Foundation site Office Chashma Mianwali.
The following paragraph is added:
 - (a) (vi) "Bidder or Tenderer" means any person or persons, company, corporation, firm or joint venture submitting a Bid or Tender.
- (b) (v) The following is added at the end of the paragraph:
The word "Tender" is synonymous with "Bid" and the word "Tender Documents" with "Bidding Documents".

The following paragraph is added:
 - (b) (ix) "Programme" means the programme to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any approved revisions thereto.
- (e) (i) The text is deleted and substituted with the following:
"Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works subject to such additions thereto or deductions therefrom as may be made and remedying of any defects therein in accordance with the provisions of the Contract.

2.1 Engineer's Duties and Authority

With reference to Sub-Clause 2.1(b), the following provisions shall also apply;
The Engineer shall obtain the specific approval of the Employer before carrying out his duties in accordance with the following Clauses:

- (i) Consenting to the sub-letting of any part of the Works under Sub-Clause 4.1
"Subcontracting".
- (ii) Certifying additional cost determined under Sub-Clause 12.2 "Not Foreseeable Physical Obstructions or Conditions".
- (iii) Any action under Clause 40 "Suspension".
- (iv) Any action under Clause 44 "Extension of Time for Completion".
- (v) Any action under Clause 47 "Liquidated Damages for Delay" or Payment of Bonus for Early Completion of Works (PCC Sub-Clause 47.3).
- (vi) Issuance of "Taking over Certificate" under Clause 48.

- (vii) Issuing a Variation Order under Clause 51, except:
 - a) in an emergency* situation, as stated here below, or
 - b) if such variation would increase the Contract Price by less than the amount stated in the Appendix-A to Bid.
 - (viii) Fixing rates or prices under Clause 52.
 - (ix) Extra payment as a result of Contractor's claims under Clause 53.
 - (x) Release of Retention Money to the Contractor under Sub-Clause 60.3 "Payment of Retention Money".
 - (xi) Issuance of "Final Payment Certificate" under Sub-Clause 60.8.
 - (xii) Issuance of "Defect Liability Certificate" under Sub-Clause 62.1.
 - (xiii) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 "Currency and Rate of Exchange".
- (Note: Employer may further vary according to need of the project)

2.2 Engineer's Representative

The following paragraph is added:

The Employer shall ensure that the Engineer's Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976) The following Sub-Clauses 2.7 and 2.8 are added:

2.7 Engineer Not Liable

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

2.8 Replacement of the Engineer

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

5.1 Language(s) and Law

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

5.2 Priority of Contract Documents

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

- (1) The Contract Agreement (if completed);
- (2) The Letter of Acceptance;
- (3) The completed Form of Bid;
- (4) Special Stipulations (Appendix-A to Bid);
- (5) The Particular Conditions of Contract – Part II;
- (6) The General Conditions – Part I;
- (7) The priced Bill of Quantities (Appendix-D to Bid);
- (8) The completed Appendices to Bid (B, C, E to L);
- (9) The Drawings;
- (10) The Specifications; and
- (11) ____ (any other).

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

The following Sub-Clauses 6.6 and 6.7 are added:

6.6 Shop Drawings

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

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

6.7 As-Built Drawings

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

14.1 Programme to be submitted

The programme shall be submitted within 42 days from the date of receipt of Letter of Acceptance, which shall be in the form of:

- i) a Bar Chart identifying the critical activities.

- ii) a CPM identifying the critical path/activities.
(Employer to select appropriate one)

15.2 Language Ability of Contractor's Representative

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

15.3 Contractor's Representative

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

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

The following Sub-Clauses 16.3 and 16.4 are added:

16.3 Language Ability of Superintending Staff of Contractor

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

19.3 Safety Precautions

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

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

19.4 Lighting Work at Night

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

20.4 Employer's Risks

The Employer's risks are:

Delete the text and substitute with the following:

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

21.1 Insurance of Works and Contractor's Equipment

(Employer may vary this Sub-Clause 21.1 (b))

21.4 Exclusions

The text is deleted and substituted with the following:

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

The following Sub-Clause 25.5 is added:

31.3 Co-operation with other Contractors

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

The following Sub-Clauses 34.2 to 34.12 are added:

34.2 Rates of Wages and Conditions of Labour

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

34.3 Employment of Persons in the Service of Others

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

34.4 Housing for Labour

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

34.5 Health and Safety

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

34.6 Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made

by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.

34.7 Supply of Water

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

34.8 Alcoholic Liquor or Drugs

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

34.9 Arms and Ammunition

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

34.10 Festivals and Religious Customs

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

34.11 Disorderly Conduct

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

35.2 Records of Safety and Health

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

35.3 Reporting of Accidents

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

The following Sub-Clause 36.6 is added:

36.6 Use of Pakistani Materials and Services

The Contractor shall , so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced

or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

41.1 Commencement of Works

The text is deleted and substituted with the following:

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

The following Sub-Clause 47.3 is added:

48.2 Taking Over of Sections or Parts

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

51.2 Instructions for Variations

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

52.1 Valuation of Variations

In the tenth line, after the words "Engineer shall" the following is added: Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later.

53.4 Failure to Comply

This Sub-Clause is deleted in its entirety.

54.3 Customs Clearance

(Employer may vary this Sub-Clause)

54.5 Conditions of Hire of Contractor's Equipment

The following paragraph is added:

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

The following Sub-Clauses 59.4 & 59.5 are added:

59.4 Payments to Nominated Subcontractors

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

59.5 Certification of Payments & Nominated Subcontractors

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

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

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

60.10 Time for Payment

The text is deleted and substituted with the following:

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 48 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 52 days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Employer to make payment within the times stated, the Employer shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum for local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub- Clause are without prejudice to the Contractor's entitlement under Clause 69.

The following Sub-Clause 60.11 is added:

60.11 Secured Advance on Materials

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

- (1) The materials are in accordance with the Specifications for the

Permanent Works;

(2) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer but at the risk and cost of the Contractor;

(3) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;

(4) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefor;

(5) Ownership of such materials shall be deemed to vest in the Employer and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Employer; and

(6) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of other materials.

(b) The recovery of Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis.

63.1 Default of Contractor

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

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

65.2 Special Risks

The text is deleted and substituted with the following:

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

67. 3 Arbitration

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

Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force.

The following paragraph is added:

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

68.1 Notice to Contractor

The following paragraph is added:

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

70.1 Increase or Decrease of Cost

Sub-Clause 70.1 is deleted in its entirety, and substituted with the following:

The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula prescribed in this Sub-Clause.

(a) Other Changes in Cost

To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

The adjustment to the monthly statements in respect of changes in cost shall be determined from the following formula:-

$$P_n = A + b \frac{L_n}{L_o} + c \frac{M_n}{M_o} + d \frac{E_n}{E_o} + \dots$$

Where:

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and day work are not otherwise subject to adjustment;

A is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

b, c, d , etc., are weightages or coefficients representing the estimated proportion of each cost element (labour, cement and reinforcing steel etc.) in the Works or Sections thereof, net of Provisional Sums and Prime Cost; the sum of A, b, c, d , etc., shall be one;

L_n, M_n, E_n , etc., are the current cost indices or reference prices of the cost elements for month "n", determined pursuant to Sub-Clause 70.1(d), applicable to each cost element; and L_o, M_o, E_o , etc., are the base cost indices or reference prices corresponding to the above cost elements at the date specified in Sub-Clause 70.1(d).

(c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer. As the proposed basis for price adjustment, the Contractor shall have submitted with his bid the tabulation of Weightages and Source of Indices if different than those given in Appendix-C to Bid, which shall be subject to approval by the Engineer.

(d) Base, Current, and Provisional Indices

The base cost indices or prices shall be those prevailing on the day 28 days prior to the latest date for submission of bids. Current indices or prices shall be those prevailing on the day 28 days prior to the last day of the period to which a particular monthly statement is related. If at any time the current indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

(e) Adjustment after Completion

If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time.

(f) Weightages

The weightages for each of the factors of cost given in Appendix-C to Bid shall be adjusted if, in the opinion of the Engineer, they have been rendered unreasonable, unbalanced, or inapplicable as a result of varied or additional work executed or instructed under Clause 51. Such adjustment(s) shall have to be agreed in the variation order.

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

73.1 Payment of Income Tax

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

73.2 Customs Duty & Taxes

(Employer may incorporate provisions where applicable)

74.1 Integrity Pact

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

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

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

75.1 Termination of Contract for Employer's Convenience

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

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

76.1 Liability of Contractor

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

77.1 Joint and Several Liability

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

78.1 Details to be Confidential

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

the Contract, the same shall be referred to the decision of the Engineer whose award shall be final.

PART II –PARTICULAR CONDITIONS OF CONTRACT

Index	Clause
Alcoholic Liquor or Drugs	34.8
Arbitration	67.3
Arms and Ammunition	34.9
As-Built Drawings	6.7
Bonus for Early Completion of Works	47.3
Cash Flow Estimate to be Submitted	14.3
Commencement of Works	41.1
Compliance by Sub-Contractors	34.12
Conditions of Hire of Contractor's Equipment	54.5
Contractor's Representative	15.3
Co-operation with Other Contractors	31.3
Customs Clearance	54.3
Customs Duty and Taxes	73.2
Default of Contractor	63.1
Definitions	1.1
Detailed Programme and Monthly Progress Report	14.5
Details to be Confidential	78.1
Disorderly Conduct	34.11
Employer's Risks	20.4
Employment of Local Personnel	16.4
Employment of Persons in the Service of Others	34.3
Engineer Not Liable	2.7
Engineer's Duties and Authority	2.1
Engineer's Representative	2.2
Epidemics	34.6
Exclusions	21.4
Failure to Comply	53.4
Festivals and Religious Customs	34.10
Financial Assistance to Contractor	60.11
Health and Safety	34.5
Housing for Labour	34.4
Increase or Decrease of Cost	70.1
Instructions for Variations	51.2
Insurance of Works and Contractor's Equipment	21.1
Insurance Company	25.5
Integrity Pact	74.1
Joint and Several Liability	77.1
Language Ability of Contractor's Representative	15.2
Language Ability of Superintending Staff of Contractor	16.3
Language(s) and Law	5.1
Liability of Contractor	76.1

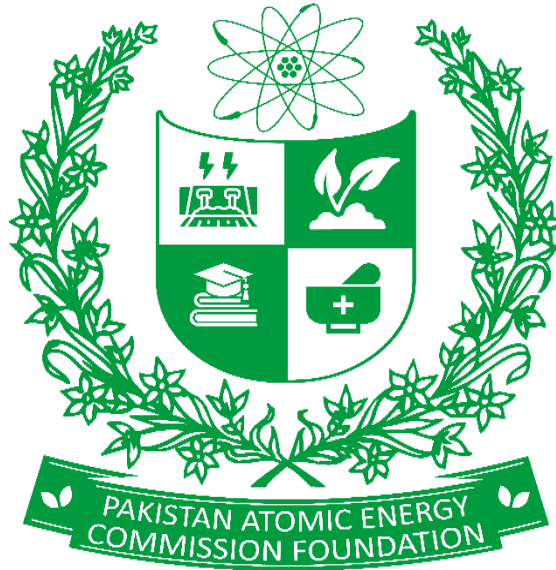
Index	Clause
Lighting Work at Night	19.4
Monthly Payments	60.2
Monthly Statements	60.1
Notice to Contractor	68.1
Notice to Employer and Engineer	68.2
Payment of Income Tax	73.1
Payments of Nominated Subcontractors	59.4
Priority of Contract Documents	5.2
Programme to be Submitted	14.1
Rates of Wages and Conditions of Labour	34.2
Records of Safety and Health	35.2
Replacement of the Engineer	2.8
Reporting of Accidents	35.3
Safety Precautions	19.3
Secured Advance on Materials	60.11
Shop Drawings	6.6
Special Risks	65.2
Supply of Water	34.7
Taking Over of Sections or Parts	48.2
Termination of Contract for Employer's Convenience	75.1
Time for Payment	60.10
Use of Pakistani Materials and Services	36.6
Valuation of Variations	52.1

SPECIFICATIONS

SPECIAL PROVISIONS

- **As per standard engineering specifications**

PAEC FOUNDATION ISLAMABAD



REPAIRING/ CONSTRUCTION OF BARBED WIRE FENCING AROUND THAL AREA NEWAR ALLUWALI, CHASHMA

FINANCIAL PROPOSAL

Tender No: PF-02/25-26/CHA/Farm

BIDDING DOCUMENTS

VOLUME-IB

_____ Sep, 2025

Issued to: M/s _____

FB-1
FORM OF BID

Bid Reference No. _____
(Name of Contract/Works)

To:

Gentleman,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract. Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____

(Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.

2. We understand that all the Appendices attached hereto form part of this Bid.

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rupees _____ (Rupees _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.

4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

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

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____

BILL OF QUANTITIES

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 basis 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 in the priced Bill of Quantities, where applicable, and otherwise at such rates 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 insofar as it is otherwise provided under the Contract include all costs of Contractor'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. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. 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 Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

ESTIMATED PROGRESS PAYMENTS

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

Quarter/ Year/ Period	Amounts (1,000 Rs.)
1	2
1 st Quarter	
2 nd Quarter	
3 rd Quarter	
4 th Quarter	
5 th Quarter	
6 th Quarter	
7 th Quarter	
8 th Quarter	
9 th Quarter	
Bid Price	

REPAIRING / CONSTRUCTION OF BARBED WIRE FENCING AROUND THAL AREA NEAR ALLUWALI, CHASHMA

S. #	Description	Qty	Unit	Rate (In Rs.)	Rate in Words	Amount (In Rs.)
1	Repairing / Fixing galvanized iron barbed wire fencing (with four points) to the posts of any description complete with hooks and binding wire etc- if required (cost of posts & barbed wire not included).	115.20	Kg			
2	Clearing jungle (dense) by cutting, removing all shrubs, trees any girth, etc. and taking out their entire roots and filling the hollows with earth complete with dressing, consolidating and watering the filling including stacking the serviceable materials and disposal of useless materials as directed, lead upto any chains, cost of earth included. Note: Trees having any girth upto 6" & grater than will be deposited to department. Only fire wood will be allowed for takeaway.	4,646.84	SM			
3	Dismantling C.C. work cast in situ in foundation, basemont, plinth and ground floor including disposing of the material as directed any chains.	10.62	CM			
4	Excavation for foundation trenches and drains in all kinds of soil and back filling the excavated material in foundation, plinth or under floor including breaking clods, watering, consolidation by ramming in layers not exceeding 9 inches (229 mm) in depth for full compaction, dressing and disposal of surplus excavated stuff as directed , by Engineer in-Charge.	23.78	CM			
5	Providing and fixing pre-cast pre-stressed RCC H-type columns size 6" x 6" including M.S hook of 3/8" dia (13 No hooks per columns) installed on one side of column vertically and setting in position with cement concrete 1:2:4 (15"x15"x24") at ends of columns etc, as per direction of the Engineer-in-Charge.	655.29	RM			
6	Providing and fixing galvanized iron barbed wire fencing 12SWG (with four points) to the posts of any description complete with hooks and binding wire etc.	6,283.20	KG			
7	Providing and fixing M.S. tees, angles and flats including cutting, fixing with welding, bolts, nuts, one coat red oxide and two coat synthetic enamel paint etc. complete with hoisting and erecting in position of any design in Precast RCC columns.	2,257.50	Kg			
8	Providing and fixing GI razor wire 10 guage 1'-6" dia at 6" centre to centre with double razor 25SWG and 1/4" dia G-I wire bars at top and bottum etc complete as per direction of the Engineer Incharge.	2,550.00	Kg			
				Total Rs. =		
				Rebate if Any Rs. =		
				After Rebate Rs. =		