



**COMSATS UNIVERSITY ISLAMABAD**  
**LAHORE CAMPUS**

**TENDER DOCUMENTS FOR**

**RENOVATION/UPGRADATION  
(CIVIL/ELECTRICAL) WORK FOR IRCBM  
BUILDING WING-1 GROUND FLOOR AT  
CUI LAHORE CAMPUS**

**INVITATION  
FOR BIDS**

## INVITATION FOR BIDS

Date: \_\_\_\_\_

1. The Employer, **COMSATS University Islamabad, (CUI) Lahore Campus**, invites sealed bids from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the Works, **Renovation/Up gradation (Civil/Electrical) work for IRCBM Building Wing-1 Ground Floor**, which will be completed in Ninety (90) days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of **Rs.2500/-** (Rupees One Thousand only). Bidders may acquire the Bidding Documents from the Office of the Employer, at 1 Km, Defence Road, off Raiwind Road, Lahore.
3. All bids must be accompanied by a Bid Security equivalent to 2% of the Bid Amount and must be delivered to **CUI Lahore Campus, 1-Km Defence Road, off Raiwind Road, Lahore** at or before **1400** hours, on **May 24, 2023**. Bids will be opened at **1430** hours on the same day in the presence of bidders' representatives who choose to attend, at the same address.

**INSTRUCTIONS  
TO BIDDERS  
&  
BIDDING DATA**

## INSTRUCTIONS TO BIDDERS

*(Please note that the Instructions to Bidders (IB) along with bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).*

### A. GENERAL

#### IB.1 Scope of Bid & Source of Funds

##### 1.1 Scope of Bid

The COMSATS University Islamabad (CUI), Lahore Campus as defined in the Bidding Data (hereinafter called “**the Employer**”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “**the Works**”).

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

##### 1.2 Source of Funds

The Employer has arranged funds for the Works from its development grants made by **the COMSATS (CUI), Lahore Campus Recurring Found**.

#### IB.2 Eligible Bidders

2.1 Bidding is open “to all firms and persons duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.

#### IB.3 Cost of Bidding

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

### B. BIDDING DOCUMENTS

#### IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid & Schedules to Bid

- Schedules to Bid comprise the following:
- (i) Schedule A: Schedule of Prices
  - (ii) Schedule B: Proposed Program of Works
3. Conditions of Contract & Contract Data
  4. Standard Forms:
    - (i) Form of Bid Security
    - (ii) Form of Performance Security
    - (iii) Form of Contract Agreement
    - (iv) Form of Bank Guarantee for Advance Payment
  5. Specifications
  6. Drawings, if any

#### **IB.5 Clarification of Bidding Documents**

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

#### **IB.6 Amendment of Bidding Documents**

- 6.1 At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

## **C. PREPARATION OF BIDS**

### **IB.7 Language of Bid**

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

### **IB.8 Documents Comprising the Bid**

8.1 The bid prepared by the bidder shall comprise the following components:

- a. **Covering Letter**
- b. **Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.**
- c. **Schedules to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.**
- d. **Bid Security furnished in accordance with Clause IB.13.**
- e. **Power of Attorney in accordance with Sub-Clause IB 14.5.**
- f. **Documentary evidence in accordance with Clause IB.11**
- g. **Documentary evidence in accordance with Clause IB.12.**

### **IB.9 Sufficiency of Bid**

9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

### **IB.10 Bid Prices, Currency of Bid and Payment**

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

**IB.11 Documents Establishing Bidder's Eligibility and Qualifications**

11.1 Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

**IB.12 Documents Establishing Works' Conformity to Bidding Documents**

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

**IB.13 Bid Security**

13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Pay Order, Bank Draft or Bank Guarantee issued by a Scheduled Bank in Pakistan or an insurance company having at least AA rating from PACRA/JCR in favor of the Employer valid for a period up to twenty eight (28) days beyond the bid validity date.

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

13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.

13.5 The Bid Security may be forfeited:

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



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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

**D. SUBMISSION OF BID**

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

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

**E. BID OPENING AND EVALUATION**

**IB.16 Bid Opening, Clarification and Evaluation**

- 16.1 The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
- (b) Arithmetical errors will be rectified on the following basis:
- If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.
- If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security shall be forfeited.
- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.
- (a) Technical Evaluation  
It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical Features/criteria of the Works detailed in the Technical Provisions. Other technical Information submitted with the bid regarding the Scope of Work will also be reviewed.
- (b) Commercial Evaluation  
It will be examined in detail whether the bids comply with the commercial/contractual Conditions of the Bidding Documents. It is expected that no material deviation/ stipulation shall be taken by the bidders.

**16.8 Evaluated Bid Price**

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

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

**IB.17 Process to be Confidential**

17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least three (03) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

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

## **F. AWARD OF CONTRACT**

**IB.18. Post Qualification**

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

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

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

**IB.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders.

**IB.20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted.
- 20.2 Within seven (7) days from the date of acceptance of the successful bidder, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

## BIDDING DATA

### Instructions to Bidders

#### Clause Reference

#### 1.1 Name of Employer

COMSATS University Islamabad, Lahore Campus.

#### Brief Description of Works

**Renovation/Up gradation (Civil/Electrical) work for IRCBM Building Wing-1 Ground Floor.**

#### 5.1 (a) Employer's address:

COMSATS University Islamabad , Lahore Campus  
1-Km, Defence Road, off Raiwind Road,  
Lahore.  
UAN: 111 001 007 Ext: 807  
Tel: 042 99203103, 042 99202058  
Fax: 042 99203100

#### (b) Engineer's address:

As above.

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

11.2 The bidder/manufacturer has the financial, technical and production capability necessary to perform the Contract as follows: "**Renovation/Up gradation (Civil/Electrical) work for IRCBM Building Wing-1 Ground Floor at CUI, Lahore Campus**"

#### 13.1 Amount of Bid Security

2% of the Bid Amount.

#### 14.1 Period of Bid Validity

**90 Days**

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

Manager (Works)  
COMSATS University Islamabad, Lahore Campus  
1-Km, Defence Road, off Raiwind Road,  
Lahore.  
UAN: 111 001 007 Ext: 807  
Tel: 042 99203103  
Fax: 042 99203100

**15.1 Deadline for Submission of Bids**

14:00 hours on May 24, 2023

**16.1 Venue, Time, and Date of Bid Opening**

Venue: Office of the Head of Department of Architecture & Design  
Time: 14:30 hours  
Date: May 24, 2023

**16.4 Responsiveness of Bids**

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

## **SCHEDULES TO BID**

## **SCHEDULE – A TO BID**

### **SCHEDULE OF PRICES**

#### **PREAMBLE TO SCHEDULE OF PRICES**

#### **1. General**

The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.

- 1.2 The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.

#### **2. Description**

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

#### **3. Units & Abbreviations**

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Imperial System of Units.

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

#### **4. Rates and Prices**

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

The rates, prices and amounts shall be entered against each item in the



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

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
- (b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

## **5. Bid Prices**

### **5.1 Break-up of Bid Prices**

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

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

### **5.2 Total Bid Price**

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

## **6. Provisional Sums**

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

# **SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

<b>S. No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
1.	<b>CIVIL (ARCHIECTURAL &amp; STRUCTURAL) WORKS</b>	
2.	<b>ELECTRICAL WORKS</b>	
3.	<b>PLUMBING (WATER SUPPLY &amp; DRAINAGE) WORKS</b>	
<b>GRAND TOTAL</b>		
<b>Amount in Words:</b>		

## SCHEDULE OF PRICES

## B.O.Q

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
<b>1.CIVIL (ARCHIECTURAL &amp; STRUCTURAL) WORKS</b>					
<b>ARCHITECTURAL WORKS</b>					
<b>1</b>	<b><u>BRICK MASONRY WORKS:-</u></b> P/L Pacca brick work in Ground Floor in C:S.M. 1:6				
1.1	<b><u>a) 9" thick and above walls in (1:6) CSM:-</u></b>  <b>New Proposed Walls</b> i) Upto Ground Floor Roof Level	Cft	367.00		
1.2	<b>Dismantling Of Existing Walls</b> i) Upto Ground Floor Roof Level	Cft	502.00		
1.3	<b><u>a) 4.5" thick and above walls in (1:6) CSM:-</u></b>  <b>New Proposed Walls</b> i) Upto Ground Floor Roof Level	Cft	124.00		
1.4	<b>Dismantling Of Existing Walls</b> i) Upto Ground Floor Roof Level	Cft	274.00		
<b>2</b>	<b><u>TERMITE CONTROL TREATMENT</u></b> Providing and injecting anti-termite liquid mixed with water in the ratio of 1:40 (Rate for each spray)through 18mm diameter drilled hole c/c 2'				
	a) Under Floor	Sft	6,413.00		
<b>3</b>	<b><u>INTERNAL WALL PLASTER C.S.M. (1:6)</u></b> <b>a) P/A Cement plaster (1:4) 1/2" (13mm) thick Internal walls, columns etc; Ground Floor</b>				
		Sft	4,421.00		
<b>4</b>	<b><u>ALUMINIUM/MILD STEEL WINDOWS REMOVAL</u></b> a) Dismantling of Existing Windows				
		No's	22.00		
<b>5</b>	<b><u>SOLID FLUSH DOORS SHUTTER</u></b> Providing and fixing 1-1/2" (40mm) thick solid flush door shutter (Approved Factory Manufactured) with commercial ply (5mm thick) on both sides double pressed and deodar wood lipping 1-1/2"x3/8" (40mmx10mm) around shutter including chromium plated fitting, iron hinges with aluminum kick plate 22 SWG on both side & finger plate complete in all respect.				
		Sft	403.00		

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
6	<b>Wood Work</b> Removing door with chowkat	No's	26.00		
7	<b><u>SLIDING BOLTS</u></b> Providing and fixing sliding bolts ¾" dia & 12" long to doors...	Each	20.00		
8	<b><u>Modification of Existing Door Leafs</u></b> Making and fixing the existing door leaf as per already fixed doors in wing -2 including the cost of additional wooden strips, beading both of chowkat, Nail, glow etc .complete in all respect.	Sft	273.00		
9	<b><u>LOCKS</u></b> Providing and fixing approved quality Mortice lock.	No's	20.00		
10	<b><u>HYDRAULIC DOOR CLOSER</u></b> Providing and fixing Japan made locally available New Star Japan made Hydraulic door closer large (Power-3) to wood or aluminum door etc., complete as per drawings, specifications and as directed by the Engineer.	No's	19.00		
11	<b><u>MS DOOR FRAME</u></b> Supply and fixing of steel chowkat press moulded 16 swg, for 230mm walls (Single/Double Leaf) complete including hold fast ties for lateral movement, PCC 1:2:4 cavity filling etc; including one coat of anti-creosote paint (internal surface and Red Oxide paint (External Surface).	Sft	608.00		
12	<b><u>ALUMINIUM WINDOWS (With Jali)</u></b> Providing and fitting G.R aluminum or equivalent window with 5mm thick glass using tinted glass outside and clear glass inside and glazed aluminum required thick windows of anodised champagne color partly fixed and partly sliding using deluxe section 1.6 mm thick of approved manufacturer having frame size of 100x30mm using frame at bottom, at top and side leaf, and leaf frame section of 60x23mm at top & bottom and size 45mmx25mm at center and size 45mmx25mm at sides, Jali leaf frame size 43mmx13mm i/c fine quality aluminum jali, locking arrangements, Double glazed window with rubber gasket using approved standard latches, wheel, stopper, brush	Sft	424.00		

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
13	channel angle joint and hardware etc; complete in all respect.  <b><u>FLOORING</u></b> Providing and laying Porcelain tile thick having size as shown on the drawings (24"x24"x1/2") on floor laid over 3/4" thick 1:2 cement sand mortar and filling the joints with matching color of Tiles including grinding and polish etc; complete in all respect.				
14	<b><u>Non Glossy Matte Tiles 24" x 24"</u></b> Ground Floor  <b><u>SKIRTING</u></b> Providing and laying Porcelain tile 24"x24"x1/2" as per detail shown on the drawings on floor set over and including average 1-3/4" thick (1:3)CSM with cement slurry and grouting the joint with neat white cement mixed with colour pigment to match the marble colour including curing, grinding and chemical polishing etc; complete as per specifications, drawings and as directed by the Engineer.	Sft	3,649.00		
15	<b><u>NON-SKID TILES FLOORING (Master Tiles 12"x24")</u></b> Providing and laying in Bath room / Kitchen nonskid tiles in floor of approved size and make {SP Series-Plain Matching Light Colors (Glossy/Matt) SP PLN-SB}, approved shade and color with cement slurry laid over 3/4" thick 1:2 cement sand base mortar over already laid pcc leveling screed having 1" slope towards floor drain and including filling the joints in neat white cement with pigment to match the colour of tiles in floor etc, complete as directed by the Engineer.(Floor Type as per dwg.)	Sft	274.00		
	a) Toilets and Bath (12"x24")	Sft	428.00		
	<b><u>Dismantling of Existing Tiles</u></b>	Sft	1,853.00		
16	<b><u>Glazed TILES DADO (Master Tiles 12"x18")</u></b> Providing and fixing in glazed tiles (12"x18") of maximum size 2 sft. area of approved make, shade and colour (DFD Series Kight SS), in dado set over cement slurry and filling the joints with neat white cement with pigments, including CSM (1:2) plaster 3/4" thick in	Sft	1,642.00		

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
17	<p>true level, line and plumb and properly cured, complete as per drawings, specifications and as directed by the Engineer.</p> <p><b><u>VANITY MARBLE TOP</u></b>            Providing and fixing 3/4" thick factory grinded and polished approved colour GRANITE MARBLE for top and face of vanity having 2'-0" width and length as shown on the drawings with 3/4" thick 1:2 cements and base mortar including making opening in vanity top, rounding/bull nosing and polish of edges including filling at wall and marble slab or fixture joints complete as per drawings and as directed by the Engineer.</p>	Sft	32.00		
18	<p><b><u>Existing Floor Grinding</u></b>            Repair, Grand and chemical polish the existing terrazzo floor including cost pores filling with same terrazzo material and 5 stages grinding &amp; polishing complete as per the satisfaction of Engineer in charge.</p>	Sft	2,144.00		
19	<p><b><u>Chiseling Of Existing Terrazzo Floor for file work</u></b>            Services for chiseling of Floor as per direction of Engineer in charge.</p>	Sft	3,649.00		
20	<p><b><u>Brick Cladding 4-1/2" thick</u></b>            Providing and laying 4-1/2" thick fair face Special brick Cladding (9"x4-1/2"x3") laid in (1:3) cement / red posso mortar having 1/4" thick groove finish i/c the cost of 8 SWG wire in shape of 8 placed horizontally and vertically at 36" and 18" c/c respectively i/c cutting charges as per approved drawing, complete in all respect as approved and directed by the Engineer In charge.</p>	Sft	200.00		
<b>STRUCTURE WORKS</b>					
21	<p><b><u>REINFORCED CEMENT CONCRETE (1:2:4)</u></b>            Providing and laying reinforced cement concrete (1:2:4) using 3/4" &amp; down gauge well graded crushed stone &amp; lawrencepur sand including mixing, compacting and curing etc complete in roof slab, beams, columns, lintels and other structural members laid insitu or precast laid in position, or prestressed members cast insitu, complete in all respects:-</p>	Cft	77.00		

Renovation/Up gradation of IRCBM Building Wing-1 at CUI Lahore Campus

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
22	Types C (nominal mix 1:2:4) A) All Floor Beams  <b><u>STEEL REINFORCEMENT</u></b> Providing and fabrication of mild steel reinforcement for cement concrete, including cutting, bending, laying in position, making joints and fastenings, including cost of binding wire and labor charges for binding of steel reinforcement (also includes removal of rust from bars). a) Grade-60	Cwt	7.00		
<b>Total Amount Rs.</b>					

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
<b>2.ELECTRICAL WORK</b>					
<b>INTERNAL ELECTRIFICATION :SECTION A</b>					
1	Supply & Wiring for light or fan point with S/C (3/0.029") PVC insulated, Cu cables.	Rft	6500		
2	Supply & Wiring for 3Pin 5A/10A Socket/circuit to DB with 7/0.029". S/C, PVC insulated, Cu cables.	Rft	5000		
3	Supply & Wiring for 10A 3Pin S/Socket from point to DB with 7/0.36 S/C, PVC insulated, Cu cables.	Rft	6800		
4	Supply & Wiring for 15A 3Pin S/Socket from point to DB with 7/0.44 S/C, PVC insulated, CU cables.	Rft	7200		
<b>Total (Section A)</b>					
<b>FITTINGS AND FIXTURES SECTION B:</b>					
1	Supply and erection of switches	No's	175		
2	Providing and fixing 3 Pin 10A S/Socket (Multy)	No's	60		
3	Providing and fixing 3 Pin 15A S/Socket	No's	100		
4	Supply and installation of PVC pipe with all fittings socket bends, junction box etc. complete in all respect				
4.1	20 mm dia	Rft	1900		
4.2	25 mm dia	Rft	3600		
5	Supply and erection of UPVC sheet box of 10cm (4") deep.				
5.1	10 cm x 10 cm (4"X 4")	No's	155		
5.2	17.5 cm x10cm (7"x4")	No's	31		
6	Cable Trays (30 % perforated) made of G.I. metal sheet of mentioned gauge, with bends / reducers etc. including all fixing arrangements and accessories with respective hanging system (proper hangers etc.), of following sizes:				
6.1	12" x 4" of 16 SWG	Rft	100		
<b>Total (Section B)</b>					
<b>LIGHT FITTINGS &amp; EXHAUST SECTION C</b>					
1	Providing, installing, fixing and connecting of following light fixtures and fans, complete with all internal connections and all fixing and mounting accessories. Jobs includes rod and wiring as given in drawing.				
1.1	LED light 2'x2' Surface panel (with surface installation box)	No's	35		



Renovation/Up gradation of IRCBM Building Wing-1 at CUI Lahore Campus

<b>Sr.#</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>Amount (Rs).</b>
1.2	Philips make or equivalent LED light 1x14W 2' long above mirror tube light.	No's	5		
1.3	LED light 12 W	No's	42		
1.4	Philips make of equivalent LED light 8 W	No's	8		
1.5	sameas items No 1 but 1' x 1' LED Light	No's	5		
1.6	Exhaust fan Plastic body 12" dia	No's	4		
1.7	Philips LED, Tube light 1' x 18" w	No's	4		
<b>Total (Section C)</b>					
<b>Total (Section A+B+C)</b>					

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
<b>3. PLUMBING (WATER SUPPLY &amp; DRAINAGE) WORKS</b>					
1	<b><u>WATER CLOSET (European)</u></b> P/F Pakistani make best available quality European style white glazed earthenware wash down W.C. Pan complete with and including the cost of a bakelite seat.	No's	5		
2	<b><u>VANITY WASHBASIN</u></b> P/F approved quality earth ware glazed vanity basin stander size (white/light colour) including	No's	5		
3	<b><u>LABORATORY SINK/VANITY</u></b> Providing and installation of Ceramic Laboratory Sink Porta Make, including chromium plated pillar-cock, drain, trap, bracket etc; as specified in drawing of Master Make or Approved make and model .	No's	3		
4	<b><u>WASHBASIN MIXER</u></b> Providing and fixing, chromium plated mixing valve, for wash and basin, sink or shower.	No's	5		
5	<b><u>TOILET PAPER HOLDER</u></b> Providing and fixing, chromium plated toilet paper holder	No's	5		
6	<b><u>TEE STOP COCK</u></b> Providing and fixing chromium plated tee stop cock	No's	20		
7	<b><u>CONNECTION WITH EXISTING PIPE</u></b> Making connection with the existing G.I./PPRC pipe of size larger than 2 inches to 6 inches, including cutting the pipe and providing and fixing necessary fittings.	Job	3		
8	<b><u>EXCAVATION</u></b> Excavation in all kind of soil, munum, hard, average or soft including lift up to 5 feet and lead up to one chain (30.48m).....	Cft	400		
9	<b><u>LIQUID SOAP DISPENCER</u></b> Providing and installation of Liquid Soap Dispenser, of Approved make and model	No's	5		
10	<b><u>CLOTH HOOK</u></b> Providing and fixing of double cloth hooks /rob hooks. MASTER make and Model as approved.	No's	5		
11	<b><u>DOUBLE BIB COCK</u></b> Providing and installation of Double Bib Cock including Hand Shower Spray (Muslim Shower), including CP pipe etc;	No's	5		

Sr.#	Description	Unit	Qty	Unit Rate	Amount (Rs).
	of Master Make or approved make and model.				
<b>12</b>	<b><u>COLD &amp; HOT WATER SUPPLY (Internal)</u></b> Providing and installation of P.P.R.C. (polypropylene random co-polymer) pipes including all kinds of fittings, such as Tee, Bend, reducers etc. and supports/ hangers as per requirements, cutting, chiseling in walls. Concrete and making good. Master Make or as Approved.				
12.1	Dia 32 mm (1.25 Inch)	Rft	109		
12.2	Dia 25 mm (1.0 Inch)	Rft	319		
<b>13</b>	<b><u>Gate Valve</u></b> Providing and installation of Gate Valves as specified along with all accessories etc. required for complete installation.				
13.1	Dia 32 mm (1.25 Inch)	No's	6		
<b>14</b>	<b><u>DRAINAGE PIPING (Internal)</u></b> Providing and installation of uPVC class-B drainage pipes including cost of all kinds of fittings such as Wye, Tee, Sockets, Reducers Hangers/supports/paint/making and repair of holes in slab/wall and as required for completion of works , Testing and commissioning. Master Make or as Approved.				
14.1	Dia 110/100 mm	Rft.	149		
14.2	Dia 70/75 mm	Rft.	128		
14.3	Dia 50 mm	Rft.	152		
<b>15</b>	<b><u>P-TRAP</u></b> Providing and installation of uPVC P-trap / Multiy Floor Gully grating as specified.				
15.1	Dia 100/110 mm	No's	12		
15.2	Dia 70/75 mm	No's	4		
<b>16</b>	<b><u>VENT COWLS</u></b> Providing and installation of Vent Cows, as specified.				
16.1	Dia 110/100 mm	No's	2		
16.2	Dia 70/75 mm	No's	2		
<b>17</b>	<b><u>BOTTLE TRAP</u></b> Providing and installation of PVC Bottle trap, as specified.				
		No's	9		
<b>Total Amount Rs.</b>					

**CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

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

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

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

##### **Persons**

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

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

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

##### **Dates, Times and Periods**

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

1.1.8 “Day” means a calendar day

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

##### **Money and Payments**

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

## **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

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

## **1.3 Priority of Documents**

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

## **1.4 Law**

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

## **1.5 Communications**

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

**1.6 Statutory Obligations**

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

**2. THE EMPLOYER**

**2.1 Provision of Site**

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

**2.2 Permits etc.**

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

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

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

**2.4 Approvals**

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

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

**3.1 Authorized Person**

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

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

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

**4. THE CONTRACTOR**

**4.1 General Obligations**

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

**4.2 Contractor's Representative**

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

**4.3 Subcontracting**

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

**5. DESIGN BY CONTRACTOR**

**5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

**5.2 Responsibility for Design**

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

**6. EMPLOYER'S RISKS**

**6.1 The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or



from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;

- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

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

### **7.2 Extension of Time**

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

### **7.3 Late Completion**

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

**8. TAKING-OVER**

**8.1 Completion**

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

**8.2 Taking-Over Notice**

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

**9. REMEDYING DEFECTS**

**9.1 Remedying Defects**

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

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

**9.2 Uncovering and Testing**

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

**10. VARIATIONS AND CLAIMS**

**10.1 Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days

of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

#### 10.2 **Valuation of Variations**

Variations shall be valued as follows:

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

#### 10.3 **Early Warning**

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

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

#### 10.4. **Valuation of Claims**

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

#### 10.5 **Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemized make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

## **11. CONTRACT PRICE AND PAYMENT**

### **11.1 (a) Terms of Payments**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project.

### **(b) Valuation of the Works**

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

### **11.2 Monthly Statements**

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

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

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

### **11.3 Interim Payments**

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

### **11.4 Retention**

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

### **11.5 Final Payment**

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

Shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

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

**11.6 Currency**

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

**12. DEFAULT**

**12.1 Defaults by Contractor**

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

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

**12.2 Defaults by Employer**

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

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

**12.3 Insolvency**

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

#### 12.4 **Payment upon Termination**

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

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

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

### 13. **RISKS AND RESPONSIBILITIES**

#### 13.1 **Contractor's Care of the Works**

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

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

#### 13.2 **Force Majeure**

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

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

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

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

- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

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

## **14. INSURANCE**

### **14.1 Arrangements**

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

### **14.2 Default**

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

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

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

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

### **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the

Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

**15.3 Arbitration**

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

**16 INTEGRITY PACT**

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

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

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



## CONTRACT DATA

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

### Sub-Clauses of Conditions of Contract

1.1.3 Employer's Drawings, if any  
(To be listed by the Employer)

1.1.4 **The Employer** means  
**COMSATS University Islamabad, Lahore Campus**

1.1.5 **The Contractor** means  
\_\_\_\_\_  
\_\_\_\_\_

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

1.1.9 **Time for Completion 90 days**  
(The time for completion of the whole of the Works should be assessed by the Employer)

1.1.20 **Engineer**  
N.A. (the employer/its representatives shall monitor the progress of the Works)

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

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

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

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

3.1 **Authorized person:** Senior Manager (Works) and its appointed representatives

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

COMSATS University Islamabad, Lahore Campus

1-Km, Defence Road, off Raiwind Road,

Lahore

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

Specification Clause No's \_\_\_\_\_

7.3 Amount payable due to failure to complete shall be 0.1% per day up to a maximum of (10%)

\* of sum stated in the Letter of Acceptance

(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)

9.1 **Period for remedying defects**

365 Days

11.3 **Percentage of retention:** Five (05%)

11.6 **Currency of payment:** Pak. Rupees

15.3 **Arbitration**

Place of Arbitration: LAHORE

## STANDARD FORMS

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

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_ day of \_\_\_\_\_ 2020 \_\_\_\_ between \_\_\_\_\_(hereinafter called the "Employer") of the one part and \_\_\_\_\_(hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid alongwith Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of the Employer

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

Witness:

\_\_\_\_\_

**(LIST OF APPROVED MANUFACTURERS)**

(to be signed by the Bidder)

The Contractor should note that only material from those manufacturers specified in the list of approved manufacturers shall be allowed to be used on this Project. The Contractor shall submit literature/catalogue/samples etc. of all the items from each of the specified manufacturer to the Engineer / Employer who shall then decide and approve the sample and the manufacturer. Where the item involves any finishes such as paints, external coatings, etc. the Contractor shall erect mock-up samples of the specified manufacturers for the selection and approval of the Engineer/Employer.

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

**CIVIL & ARCHITECTURAL FINISHING WORKS:**

S. No.	NAME OF WORK	MANUFACTURER
1	ALUMINUM FABRICATION WORK	I. AL-CO PAKISTAN II. AL-AHLI ALUMINIUM COMPANY Pvt Ltd III. THERMEC ENGINEERING (PVT.) LTD. IV. ITTEHAD ALUMINIUM V. PAKISTAN ALUMINUM
2	PAINTS	I. ICI PAINTS II. BERGER PAINTS III. NIPPON PAINTS
3	WALL COATINGS	I. ROCK SHIELD II. ROCK WALL III. GRIT WALL FINISHES
4	CERAMIC TILES	I. MASTER TILE II. SSTILE III. EMCO IV. GHANI TILES V. OREL TILE
5	PORCELAIN TILES	I. MASTER TILE II. GRANITTO PORCELAIN TILES III. NIRO GRANITE IV. WHITE HORSE IMPORTED V. GHANI TILES VI. OREL TILES
6	CONCRETE FLOOR TILES, PAVERES& PAVING BLOCKS	I. IZHAR II. HUBCRETE (PVT.) LTD. III. TUFF PAVERS IV. GRAND WORKS V. ENVICRETE LTD.
7	PVL TILES (PVC)	I. HNWHA TILE II. MAC TILE
8	FALSE CEILING	I. CHINA MADE - MINERAL FIBER
9	GI PIPE	I. INTERNATIONAL INDUSTRIES LTD. (IIL) II. JAMAL PIPE INDUSTRIES (PVT.) LTD. III. BASHIR PIPE INDUSTRIES (PVT.) LTD.
10	CI PIPE AND FITTING	I. ALPINE STEEL (PVT.) LIMITED II. SANDAL ENGINEERING (PVT.) LTD. III. (TEEPU SUPREME SPUN PIPES)
11	SANITARY FIXTURES	I. ICL II. MASTER
12	KITCHEN SINKS	I. TEKA OR APPROVED EQUIVALENT
13	SANITARY FITTINGS	I. MASTER

		II. SONEX III. FAISAL
14	VALVES	I. KITZ-JAPAN or APPROVED FOREIGN MAKE
15	GAS WATER HEATERS	I. SINGER II. AMBASSADOR III. CORONA
16	WATER COOLER	I. MECO II. CARAVELL III. COMFORT
17	CI COVERS WITH FRAME FLOOR DRAINS & FLOOR CLEANOUTS	I. ALPINE STEEL (PVT.) LTD. II. SANDAL ENGINEERING (PVT.) LTD.
18	FIRE HOSE CABINET AND EXTINGUISHERS	I. HASEEN HABIB (PVT.) LTD.
19	U-PVC PIPES AND FITTINGS	I. DADEX ENTERNIT LTD. II. SHAFISONS ENGINEERING (PVT.) LTD. III. (BETAPIPES) IV. VICPLAS V. PALING (MALAYSIA) VI. POPULAR PIPES
20	PPR PIPES & FITTINGS	I. DADEX II. FIRAT THERM III. PLASTHERM IV. FORMAL V. MASTER VI. POPULAR
21	WATER FILTERS	I. SO-SAFE II. AQUASAFE
22	HANGERS & SUPPORTS	I. SPIT II. HILTI
23	LIGHT FIXTURES	I. PHILIPS, II. PAK LITE, III. SUNLIGHT OR AS APPROVED BY THE ENGINEER
24	DISTRIBUTION BOARDS AND MAIN AND SUB MAIN PANEL BOARDS	I. PEL, II. SIEMENS, III. ELMATECH, IV. ALSTOM.POWER
25	CABLES AND WIRES	I. PAKISTAN CABLES, II. G M CABLES, III. NEWAGE CABLES, IV. COPPER GATE
26	PVC CONDUIT AND ACCESSORIES	I. BETA , II. GALCO III. POPULAR PIPES
27	STEEL CONDUIT AND ACCESSORIES	I. HILAL INDUSTRIES, II. IIL, III. JAMAL, IV. PIONEER, V. BASHIR

28	SWITCHES, SOCKETS ETC	I. CLIPSAL, II. BAUSCH III. LEGRAND, IV. SK V. AND / OR AS APPROVED BY THE ENGINEER
29	BACK BOXES, PULL BOXES, ETC	I. BUSCH, II. MILANO, III. LEGRAND, IV. ABB, V. AND/OR AS APPROVED BY THE ENGINEER
30	TELEPHONE CABLES	I. EPABX II. SIEMENS GERMNAY, III. PAKISTAN CABLE LTD. IV. PIONEER, V. NEWAGAE, VI. COMSCOPE, USA & 3M,PANASONIC
31	TELEPHONE JUNCTION BOXES	I. S.A. ELECTRIC, II. N.R. INDUSTRIES, III. MISTO INDUSTRIES
32	FIRE ALARM SYSTEM	I. C-TECH (UK), II. MANVIER (UK), III. SIMPLEX (USA), IV. HONEYWELL (USA)
33	FANS	I. MILLAT, II. CLIMAX, III. ROYAL, IV. PAK FAN V. G.F.C FAN
34	MCCBs and MCBs, ELCBs	I. SCHNEIDER, II. TERRASAKI, III. LEGAN, IV. MITSUBISHI
35	MAIN PANEL (SUB MAIN PANEL, DBs AND RISING MAIN BUS BAR)	I. POWER TEC, II. ELECTRICH, III. TECHMAN
36	CARPET (TILES)	I. PAK CARPET INDUSTRIES (NEXUS), II. INTERFAC
37	CEMENT	I. MAPLE LEAF II. D.G III. BESTWAY IV. LUCKY V. FOJI VI. ASKARI
38	CRUSH	I. MARGAL II. SARGODHA(PLANT)
39	SAND	I. LARANCEPUR II. CHANAB III. FINE QUALITY RAVI
40	TERMITE CONTROL TREATMENT	I. BI-FLEX(FMC) II. ALI AKBAR GROUP III. BAYER PAKISTAN IV. SIMBA PEST SOLUTION



