



QUAID-E-AWAM UNIVERSITY
OF ENGINEERING SCIENCE & TECHNOLOGY NAWABSHAH.
Office of the In-charge-Project Director/Executive Engineer (M&R)
PABX (0244) 9370381-5 Ext: 2510

Tender Issued M/s. _____

Dated: _____



TENDER DOCUMENT

FOR

**CIVIL & PLUMBING WORKS FOR
CONSTRUCTION OF ACCOMMODATION
FOR POLICE & RANGERS AT QUEST,
NAWABSHAH (RE-INVITED)**



QUAID-E-AWAM UNIVERSITY
OF ENGINEERING SCIENCE & TECHNOLOGY NAWABSHAH.
Office of the In-charge-Project Director/Executive Engineer (M&R)
PABX (0244) 9370381-5 Ext: 2510

No. QUEST/NH/XEN(M&R)/-90 of 2022

Dated: 25-04-2022

NOTICE INVITING TENDERS

All the interested Contractors / Firms / Parties / Suppliers, Manufacturers and Sole Distributors meeting eligibility criteria, viz. having registration with Federal Board of Revenue (FBR) for Income Tax, Sales Tax in case of procurement of goods, registration with the Sindh Revenue Board in case of procurement of Works and Services and registration with Pakistan Engineering Council as the case may be and not black listed in any procuring agency or authority, are invited to participate in sealed percentage / item rate tender for the following works:

S#	Name of Work	Tender Fee	Completion Time	Earnest Money	Date of Purchase	Date of Submission of Bids	Purchase From
1.	Civil & plumbing works for construction of Accommodation for Police & Rangers at QUEST, Nawabshah (Re-invited).	5000/=	12 Months	5%	02-05-2022 To 26-05-2022	27-05-2022 upto 11:00 a.m.	Incharge Project Director/ Executive Engineer (M&R)
2.	Civil & plumbing works for construction of Faculty Block at QUEST, Nawabshah (Re-invited).	5000/=	18 Months	5%	02-05-2022 To 26-05-2022		
3.	Civil & plumbing works for construction of Shopping Center & Tuck Shops at QUEST, Nawabshah (Re-invited).	5000/=	12 Months	5%	02-05-2022 To 26-05-2022		
4.	Internal & External Electrification works for construction of Accommodation for Police & Rangers, Faculty Block and Shopping Center & Tuck Shops at QUEST, Nawabshah (Re-invited).	5000/=	18 Months	5%	02-05-2022 To 26-05-2022		
5.	Supply and Installation of Desktop Computers required for various Labs of Telecommunication and Chemical Engineering Department at QUEST, Nawabshah (Re-invited).	5000/=	04 Months	5%	02-05-2022 To 26-05-2022	27-05-2022 upto 12:00 Noon	Incharge Project Director/ Executive Engineer (M&R)
6.	Supply and Installation of Air Conditioners required for various Labs of Telecommunication and Chemical Engineering Department at QUEST, Nawabshah (Re-invited).	5000/=	04 Months	5%	02-05-2022 To 26-05-2022		

The terms and conditions are given as under:-

1. The tender documents can be had from above office or can be downloaded from SPPRA website i.e. <https://ppms.pprasinhd.gov.pk/PPMS/> and University website www.quest.edu.pk/tenders-notices on the payment of **Rs. 5,000/- (non-refundable)** on any working day except the day of opening of tender **Pay Order / Demand Draft** in favour **Director Finance QUEST, Nawabshah**. The sealed tenders on prescribed proforma along with **5% Earnest Money** mentioned of total bid in the form. The tender will be opened as mentioned above, time and venue, in presence of the representatives of the firm, who so ever will be present at that time. In case of any unforeseen situation resulting in closure of office on the date of opening or if Government declares Holiday the tender shall be submitted

/ opened on the next working day at the same time & venue. Any Conditional or un-accompanied of the earnest money, tender will not be considered in the competition

- **1st Attempt Date of purchase of tenders for the works mentioned at Sr. Nos. 1 to 4:** 02-05-2022 to 26-05-2022
 - **Date of Submission of Bids:** 27-05-2022 (11:00 a.m)
 - **Date of Opening of Bids:** 27-05-2022 (11:30 a.m)

 - **1st Attempt Date of purchase of tenders for the works mentioned at Sr. Nos. 5 to 6:** 02-05-2022 to 26-05-2022
 - **Date of Submission of Bids:** 27-05-2022 (12:00 Noon)
 - **Date of Opening of Bids:** 27-05-2022 (12:30 p.m)

 - Place of Purchase, Submission, Inquires and Opening will be at **Office of the In-charge Project Director at Staff Residential Colony, QUEST, Nawabshah.** 0244-9370381-5 Ext: 2510.
2. **Un-Responded Tenders** will be again 2nd attempt issued / submitted / opened on following dates:
- **2nd Attempt Date of purchase of tenders for the works mentioned at Sr. Nos. 1 to 4:** 06-06-2022 to 23-06-2022
 - **Date of Submission of Bids:** 24-06-2022 (11:00 a.m)
 - **Date of Opening of Bids:** 24-06-2022 (11:30 a.m)

 - **2nd Attempt Date of purchase of tenders for the works mentioned at Sr. Nos. 5 to 6:** 06-06-2022 to 23-06-2022
 - **Date of Submission of Bids:** 24-06-2022 (12:00 Noon)
 - **Date of Opening of Bids:** 24-06-2022 (12:30 p.m)

 - Place of Purchase, Submission, Inquires and Opening will be at **Office of the In-charge Project Director at Staff Residential Colony, QUEST, Nawabshah.** 0244-9370381-5 Ext: 2510.
3. The method of procurement is Single Stage – One Envelope Procedure.
4. The Bidders should have at least 03 years’ experience of same services in any university or large organization.
5. The bidder should have the valid Regional Electric Inspector Licensee (Mirpurkhas Region) (for S. No. 4)
6. The Bidders should be registered with tax paying agencies which would be verified by concerned agencies.
7. The Bidders should not Black Listed in any procuring agency. (*Affidavit is required*)

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended 2019) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25” of said Rules.

Sd/-
In-charge Project Director /
Executive Engineer (M&R)
QUEST Nawabshah
Phone No. 0244-9370381-5 Ext: 2510
Email: sias.quest@gmail.com

General Conditions

General Provisions

1.1 Definitions

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- A. **“Employer”** means the Quaid-e-Awam University solely represented by the vice Chancellor of Quaid-e-Awam University.
- B. **“Contractor”** means the persons or, firm or company, whose tender has been accepted by the Employer and includes Contractors representative, successors and permitted assignees.
- C. **“Consultant”** means Naqvi & Siddiqui who prepared the Drawings, design and these documents, will provide consulting services to the Employer during construction.
- D. **“Incharge Project Director / Executive Engineer (M&R)”** means the authorized Officer of the University, who possess the role of Controlling and Co-ordination between University, Consultants and Contractor.
- E. **“Works”** means all the works and things to be executed, supplied or done in accordance with the contract.
- F. **“University”**: means Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah.

1.1.1 The Contract

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub- Clause 1.6 [Contract Agreement].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Procuring Agency, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Procuring Agency for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, and any

additional and modified drawings issued by (or on behalf of) the Procuring Agency in accordance with the Contract.

1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 “Bill of Quantities”, “Daywork Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.

1.1.1.10 “Contract Data” means the pages completed by the Procuring Agency entitled contract data which constitute Part A of the Particular Conditions.

1.1.2 Parties and Persons

1.1.2.1 “Party” means the Procuring Agency or the Contractor, as the context requires.

1.1.2.2 “Procuring Agency” means the person named as employer in the Contract Data and the legal successors in title to this person.

1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

1.1.2.4 “Engineer” means the person appointed by the Procuring Agency to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].

1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.

1.1.2.6 “Procuring Agency’s Personnel” means the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Procuring Agency; and any other personnel notified to the Contractor, by the Procuring Agency or the Engineer, as Procuring Agency’s Personnel.

1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

1.1.2.8 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.

1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board].

1.1.2.10 “FIDIC” means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11 “Bank” means the financing institution (if any) named in the Contract Data.

1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Contract Data.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.1 “Base Date” means the date 15 days prior to the latest date for submission and completion of the Tender.

1.1.3.2 “Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works].

1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.

1.1.3.4 “Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Agency.

1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Procuring Agency’s Taking Over].

1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Agency.

1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].

1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

1.1.3.9 “Day” means a calendar day and “year” means 365 days.

1.1.4 Money and Payments

1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the works and the remedying of any defects.

1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.

1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

1.1.4.8 “Local Currency” means the currency of the Country.

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

1.1.4.11 “Retention Money” means the accumulated retention moneys which the Procuring Agency retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

1.1.4.12 “Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5 Works and Goods

1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Procuring Agency’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 “Permanent Works” means the permanent works to be executed by the

Contractor under the Contract.

1.1.5.5 “Plant” means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Agency and relating to the construction or operation of the Works.

1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.1.6 Other Definitions

1.1.6.1 “Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

1.1.6.3 “Procuring Agency’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 “Force Majeure” is defined in Clause 19 [Force Majeure].

1.1.6.5 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

1.1.6.7 “Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.

1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;

- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be record in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression “Cost plus profit” require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3 Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued. Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions - Part A,
- (e) the Particular Conditions - Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

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PART II - SPECIAL /PARTICULAR CONDITIONS OF CONTRACT

1.1 Definitions

1.1.1.4 “Form of Bid” is synonymous with “Letter of Tender”.

1.1.1.5 “Bid” is synonymous with “Tender”.

1.1.1.10 “Bidding” is synonymous with “contract”. *The following paragraph is added:*

1.1.1.11 “Programme” means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 “Procuring Agency” is synonymous with “Procuring Agency” 1.1.2.9 “DB” is synonymous with “Committee”. 1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB.

1.1.3.7 “Defects notification Period” is synonymous with “Defects liability Period”.

1.15 **Inspections and Audit by the Bank** Deleted *Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor’s programme.*

Not Applicable.

3.1 Engineer’s Duties and Authority.

The following paragraph is added after duties:

Procuring agency shall ensure that the Engineer’s Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

4.3 Contractor’s Representative

The following text is to be added after last line:

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

6.10 Records of Contractor’s Personnel and 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-clause 7.9 is added in (GCC):

7.9 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.

8.1 Commencement of Works

The last para 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.

8.2 Prolonged Suspension

Replace 84 days by **120 days**.

8.3 Programme

The following text is to be added after [Commencement of Works] The programme shall be submitted in the either form of Bar Chart identifying the critical activities.

13.1 Right to vary

In the last line of Para, after the word "Variation", the word "in writing" is added.

13.3 Variation procedure

In the tenth line, after the words "as soon as practicable" following is added: "and within a period not exceeding one-eighth of the completion time"

13.8 Adjustment for changes in cost

Not applicable

Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly

14.1 The Contract Price

Sub-para (d) is deleted.

14.2 Advance Payment

See Special Conditions.

Mobilization Advance/Advance Payment

See Special Conditions.

14.5 Plants and Materials intended for Works

Add the following paragraph as sub-clause 14.5 (d) for Secured Advance on non – perishable materials and sub-clauses (a), (b) and (c) will be applicable for plants only:-

- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an **INDENTURE BOND** in Public Works Account Form No.31 (Fin. R. Form No. 2) acceptable to the procuring agency 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:
 - (i) The materials are in accordance with the specifications for the permanent works;
 - (ii) Such materials have been delivered to the site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer/Assistant Engineer but at the risk and cost of the Contractor;
 - (iii) 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;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

BIDDING DATA

Contract/Bidding Data

The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions to Bidders

Clause Reference

1.1 Name and address of the procuring agency: **Quaid-e-Awam University of Engineering, Science & Technology, Nawabshah.**

1.2 Name of the Project and Summary of the works: **Civil & plumbing works for construction of Accommodation for Police & Rangers at QUEST, Nawabshah (Re-invited).**

2.1 Name of the Borrower/Source of Financing/Funding Agency/Funding Source;

2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds. **Rs. 11.011 (M)**

8.1 Time limit for clarification: **05 days.**

10.1 Bid language: **English**

11.1 (a) Prequalification Information to be updated (where applicable):

11.1 (b) Furnish and Technical Proposal (*in case of two envelope method*) or Company Profile in single stage single envelope: **N/A.**

The bidder has 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 but specify the percentages of foreign currency they require, if applicable. N/A.

14.1 Period of Bid Validity: **90 days.**

15.1 Amount of Bid Security: **5%**

17.1 Venue, time, and date of the pre-Bid meeting: **N/A.**

18.4 Number of copies of the bid to be completed and returned: **N/A.**

19.2 (a) Procuring Agency's address for the purpose of bid submission:

Office of the Incharge Project Director/ Executive Engineer (M&R), QUEST, Nawabshah.

(b) Name and Identification Number of the Contract: **Civil & plumbing works for construction of Accommodation for Police & Rangers at QUEST, Nawabshah (Re-invited).**

Tenders will be issued from **2nd May, 2022 to 26th May, 2022**

20.1 (a) Deadline for submission of bids: **27th May, 2022 upto 11.00 (A.M)**

(b) Venue, time, and date of bid opening: **Office of the Incharge Project Director/ Executive Engineer (M&R), QUEST, Nawabshah on 27th May, 2022 at 11.30 A.M.**

32.1 Standard form and amount of Performance Security 10% acceptable to the procuring agency: **(5% at the time of Bid Submission and 5% deductible from the running bills).**

32.3 Stamp duty: **0.35%** or notified by the Govt. of Sindh, will be paid by successful bidder as stamp duty.

**FORM OF BID
AND
APPENDICES TO BID**

FORM OF BID

Bid Reference No. **Civil & plumbing works for construction of Accommodation for Police & Rangers at QUEST, Nawabshah (Re-invited).**

To:

1. Having examined the bidding documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda Nos. _____ for the execution of the above-named work, we/I, the undersigned, offer to execute and complete the work 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/I 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/I submit herewith a bid security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to procuring agency and valid for a period of _____ days beginning from the date, bid is opened.
4. We/I 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/I agree to abide by this bid for the period of _____ days from the date fixed for opening 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.

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

9. We undertake, if our/my bid is accepted, to execute the Performance Security referred to in Clause 10 of Conditions of Contract for the due performance of the Contract.
10. We confirm, if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the procuring agency. *(Please delete this in case of Bid form a single bidder)*

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

Dated this _____ day of _____ 20 _____

Signature: _____

(Name of Bidder in Block Capitals)

(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation: _____

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SPECIAL STIPULATIONS
Clause
Conditions of Contract

1.	Engineer representing Consulting Firm hired by the procuring agency to issue variation in case of emergency.	3.1	Up to 2% of the contract price stated in the Letter of Acceptance.
2.	Amount of Performance Security	4.2	Up to 10% of contract price.
3.	Time for Furnishing Program	8.3	Within 07 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. _____ per occurrence with number of occurrences unlimited. N/A.
5.	Time for Commencement	8.1	Within 07 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14) days after signing of Contract Agreement.
6.	Time for Completion (works & sections)	8.2 & 10.2	20 Months from the date of receipt of Engineer's Notice to Commence.
7.	Amount of Liquidity Damages/Delay Damages/Penalties	8.7	0.05% Damages per day but total amount will not be more than 10% of contract Price.
8.	Defects Liability Period	11.1	180 days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	5% of the amount of Interim/Running Payment Certificate.
10.	Limit of Retention Money	14.2	10% of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim/Running Payment Certificates	14.2	Rs. _____ N/A.
12.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	30 days.
13.	Mobilization Advance.	14.2	As per rules.
14.	Escalation		No escalation will be allowed on any item of material during execution of work. In case, if there is price hike in any cost of material and Standing Rates Committee, Govt. of Sindh allowed the same by notification then it will be permissible.
15	Action when whole of the security deposit is forfeited:	Clause- 1.	In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducting by installment) I or in the case of abandonment of the work owing to the

		<p>serious illness or death of the Contractor or any other case, the Incharge Project Director/ Executive Engineer (M&R), on behalf of the Quaid-e-Awam University of Engineering, & Technology, Nawabshah, shall have power to adopt any of the following courses, as he may deem best suited to the interests of University.</p> <p>(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Incharge Project Director/ Executive Engineer (M&R) shall be conclusive evidence) and in that case the security deposit of the Contractor shall stand forfeited and absolutely at the disposal of University.</p> <p>(b) To employ labour paid by the University to carry out the work, or any part of the work, debiting the Contractor with the cost of the labour (as to the correctness of which cost and price the certificate of Incharge Project Director/ Executive Engineer (M&R) shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract; and in that case the certificate of the Incharge Project Director/ Executive Engineer (M&R) as to the value of the work done shall be final and conclusive against the Contractor.</p> <p>(c) To measure up the work of the Contractor and to take such part thereof as shall be unexpected out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to the amount of which excess expenses the certificates in writing of the Incharge Project Director/ Executive Engineer (M&R) shall be final and conclusive) shall be borne and paid by the original Contractor and shall be deducted from any money due to him by University under the contractor or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.</p> <p>In the event of any of the above courses being adopted by the Incharge Project Director/ Executive Engineer (M&R) Contractor shall have no claim to compensation for any loss sustained by him-by reason of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed by him under this contract unless and until the Incharge Project Director/ Executive Engineer (M&R) shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.</p>
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16	Action when the progress of any particular position of the work is unsatisfactory:	Clause-2	If the progress of any particular portion of the work is unsatisfactory. Incharge Project Director/ Executive Engineer (M&R) on recommendation of Engineer, shall notwithstanding that the general progress of the work is in accordance with the conditions, be entitled to take action under clause 1 (b) after giving the Contractor 10 days notice in writing. The Contractor will have no claim for compensation; for any loss sustained by him owing to such no claim for compensation, for any loss sustained by him owing to such action.
17	Contractor remains liable to pay compensation if action not taken under clause 3 and 4. power to take possession of or required removal of or sell contractor's plant	Clause-3	In any case in which any of the power conferred upon the Incharge Project Director/ Executive Engineer (M&R) by clause 1 and 2 hereof shall have become exercisable and the same shall not have been exercised the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and -such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause or clauses hereof he is declared liable to any compensation amounting if the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Incharge Project Director/ Executive Engineer (M&R) taking action under sub-clause (a) or (c) of clause 1, he may, if he so desires, take possession of all or any tools, plant, materials and stores in or upon the works, of the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rate, or in the case of contract not being applicable, at current market rates, to be certified by the Incharge Project Director/ Executive Engineer (M&R) whose certificate thereof shall be final. In the alternative, the Incharge Project Director/ Executive Engineer (M&R) may, after giving notice in writing to the Contractor or his clerk of the work foreman or other authorized agent, required him to remove such tools, plant materials, or stores from the premises within a time to be specified in such notice, and in the event of the Contractor is failing to comply with any such requisition, the Incharge Project Director/ Executive Engineer (M&R) may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects, and the certificate of the Incharge Project Director/ Executive Engineer (M&R) as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.
18	Extension Of Time	Clause-4	If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground, he shall apply in writing to the Incharge Project Director/

		<p>Executive Engineer (M&R) within 30 days from the date of which the execution of the work, was hindered as aforesaid or on which the ground for asking for extension arose and in any case before the date of completion of the work and the Incharge Project Director/ Executive Engineer (M&R) may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Incharge Project Director/ Executive Engineer (M&R) in this matter shall be final.</p> <p>Provided that where the Contractor is hindered in the execution of the work on account of any act or omission on the part of the University or its authorized officers, the Incharge Project Director/ Executive Engineer (M&R) may at any time before the date of completion and on his own initiative extend the time for completion of the work for such period as he may think necessary or proper.</p> <p>Where time has been extended under this or any other clause of this agreement the date for completion of the work shall be the date fixed by the order giving the extension or by the aggregate of all such orders, made under this agreement.</p> <p>When time has been extended as aforesaid, it shall continue to be the essence of the contract and all clauses of the contract shall continue to be operative during the extended period.</p>
19	Final Certificate	<p>Clause-5</p> <p>On completion of the work the Contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from premises on which the work shall have been executed all scaffolding surplus materials and rubbish and shall have cleaned the site of work in and around the structures / works completed and shall have cleaned off the dirt from all woodwork, doors, windows, walls, floors, or other parts of any building in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the work shall have been measured by the Engineer or where the measurements have been taken by his subordinate until they have received the approval of the Incharge Project Director/ Executive Engineer (M&R), the said measurements being binding and conclusive against the Contractor If the Contractor shall fail to comply with the requirements of this clause is to the removal of scaffolding, surplus materials and rubbish and shall have cleared the site of work in and around the structures/works completed and dispose of the same as he thinks fit and clean of such dirt as aforesaid; and the contracts shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.</p>

20	Payment Of Intermediate Certificate To Be Regarded As Advance	Clause-6	No payment shall be made for any work, estimated to cost less than rupees ten thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of work estimated to cost more than rupees ten thousands, the Contractor shall on submitting bill therefore, as provided in Clause-10 be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer and Incharge Project Director/ Executive Engineer (M&R), whose certificate such approval and passing of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for work actually done and completed, and .shall not preclude the Engineer and Incharge Project Director/ Executive Engineer (M&R) from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claims; nor shall it conclude, determine, or affect in any other way the powers of the Incharge Project Director/ Executive Engineer (M&R) as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work otherwise Engineers certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.
21	payment at reduced rates of account of item of work not accepted as completed to be at the discretion of the Incharge Project Director/ Executive Engineer (M&R)	Clause-7	The rates for several items of works estimated to cost more than 1,000.00, agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Engineer may certify payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.
22	Bills to be submitted monthly	Clause-8	A bill shall be submitted by the Contractor as frequently the progress of the work may justify for all the work executed and not included in any previous bill and the Engineer shall take or cause to be taken the; requisite measurements for the purpose of having the same verified and the claims, as far as admissible, adjusted, if possible before the expiry of 21 days from the presentation of the bill at any time depute a subordinate to measure up the said work in the presence of the Contractor or his authorized agent, whose counter signature to the measurement list will be sufficient warrant and the Incharge Project Director/ Executive Engineer (M&R) may prepare a bill from such list which shall be binding on tilted Contractor in all respects. In

			<p>case the Contractor or his authorized agent is not present at the site of work at the time fixed for recording measurements, or being present, does not counter sign the measurement list, the measurements recorded by the Engineer or his authorized subordinate shall be treated by the Engineer or his authorized subordinate shall be treated as correct and binding on the Contractor unless the Contractor within seven days of date of recording such measurements submit to the Incharge Project Director/ Executive Engineer (M&R) a detailed letter pointing out the errors or omissions in the record measurements. In case of such disagreement, the Incharge Project Director/ Executive Engineer (M&R) shall hold or cause to be hold the site investigations and give his decision. The decision of the Incharge Project Director/ Executive Engineer (M&R) shall be final.</p>
23	Bills to Be Printed On Forms	Clause-9	<p>The Contractor shall submit all bills on his own primed forms. The bills shall be submitted to the Engineer in triplicate who will then scrutinize these bills and forward two copies to the Incharge Project Director/ Executive Engineer (M&R) and retain one copy in their office. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.</p>
24	Store Supplied By University	Clause-10	<p>If the specification or estimate of the work provides for the use of an' special description of materials to be supplied from the store of the University or if it is required that the Contractor shall use certain stores to be provided by the Incharge Project Director/ Executive Engineer (M&R) such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the Contractor but not so as any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed, required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied shall be sent off or deducted from any sums then due, or thereafter to become due to the Contractor under the contract, otherwise, or from the security deposits, or the proceed of sale thereof, if the security deposit as held in Government securities the same or a sufficient portion hereof shall in that case be sold for the absolute property of University and shall on no account remove from the site of the work, and shall at all times be open to inspection by the Incharge Project Director/ Executive Engineer (M&R). Any such materials unused and perfectly good condition at the time of completion or determination of the contracts shall be returned to the University Stores, if the Incharge Project Director/ Executive Engineer (M&R) so requires</p>

			by a notice in writing under his hand, but the Contractor shall not be entitled to return any such materials except with the consent of the Incharge Project Director/ Executive Engineer (M&R) and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for, any, wastage in or damage to any such materials.
25	Works to be executed in accordance with specifications. Drawings. Orders etc.	Clause-11	The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and all other matters in strict accordance with the specifications lodged in the office of the Incharge Project Director/ Executive Engineer (M&R) and initialed by the parties, the said specification being a part of the contract. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing relating to the work signed by the Incharge Project Director/ Executive Engineer (M&R) and lodged in his office and to which the Contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the Contractor shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications, and of all such designs drawings and instructions as aforesaid
26	Alterations in specifications and design. Not to invalidate contracts	Clause-12	The Incharge Project Director/ Executive Engineer (M&R) on the recommendation of Engineer shall have power to make any alterations in, or additions to the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out of the work, in accordance with any instructions in this connection which may be given to him in writing by the Incharge Project Director/ Executive Engineer (M&R) and such alterations shall, not invalidate the contract; and any altered or additional work which the Contractor may be directed to do in the mentioned above specified subject to the limit laid down in clause 37 below as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as re specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and the certificate of the Incharge Project Director/ Executive Engineer (M&R) as to such proportion shall be conclusive. And if the altered or additional work includes any class of work for which no rate is specified in its contract, then such class of work shall be paid for at () percent below/above the rates shown for such work in the Government of Sind Schedule of rates 2004, as amended from time to time and if such last mentioned class of work is not entered in the Government of Sind Schedule of Rates 2004 as

			<p>of the date of receipt by him of the order to carry out the work, inform the Incharge Project Director/ Executive Engineer (M&R) through the Consultants of the rate which it is his intention to charge for such class of work, and if the Incharge Project Director/ Executive Engineer (M&R) and the Consultants are satisfied with the rate analysis, then he shall allow him that rate, but if the Owner does not agree to this rate, he shall be notified in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then in such case he shall only be entitled to be paid in respect of the work carried out for expenditure incurred by him prior the work carried out for expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Owner. In the event of a dispute, the decision of the Project Director will be final, conclusive and binding.</p>
27	No Claim To Any Payment Or Compensation For Alteration In Or Restriction Of Work	Clause-13	<p>If at any time after the execution of the contract documents the Incharge Project Director/ Executive Engineer (M&R) shall for any reason whatsoever in the tender to be carried out at all or carried out in part by the Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations, having been made in the original specifications, drawings, designs, and instruction, which may involve any curtailment of the work as original contemplated. Where materials have already been collected at site of the work before the receipt of the said notice to stop or curtail the work, the Contractor shall be paid for such materials at the rates determined by the Incharge Project Director/ Executive Engineer (M&R) provided they are not in excess of requirements and are of approved quality.</p>
28	Time Limit for Unforeseen Claims	Clause-14	<p>Under no circumstances whatsoever shall the contractor be entitled to any compensation from Authority on any account unless the Contractor shall have submitted a claim in writing to the Incharge Project Director/ Executive Engineer (M&R) within one month of the cause of such claim occurring. The Contractor shall give full details of such claim, indicating the part of the work is the subject matter of such claim, the reasons giving rise to the said claim and submit as far as possible, documentary evidence in</p>

			support of the reasons and the calculations for such claim. The claim shall not be considered as valid or payable unless it has been scrutinized & accepted by the Engineer and Incharge Project Director/ Executive Engineer (M&R) & will become payable only to the extent upto which it has been accepted by the Project Director.
29	Action and Compensation In Case Of Bad Work	Clause-15	If at any time before the security deposit is refunded to the Contractor, it shall appear to the Incharge Project Director/ Executive Engineer (M&R) or his subordinate-Incharge of the work, that any work lies been executed with unsound, imperfect of unskilled workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution office work are unsound, or of quality inferior to that contracted for, or are otherwise not in accordance with the contract, shall be lawful for the Incharge Project Director/ Executive Engineer (M&R) to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of any have been inadvertently passed, certified and paid for the Contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or if so required shall remove the materials or articles, and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Incharge Project Director/ Executive Engineer (M&R) in the writing intimation aforesaid, the Contractor shall be liable to pay compensation at the rate of one percent, on the amount of the estimate for every day not exceeding ten days, during which the failure so continues, and in the case of any such failure the Incharge Project Director/ Executive Engineer (M&R) may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of as the case may be as the risk and expense in all respects of the Contractor. Should the Incharge Project Director/ Executive Engineer (M&R) consider that any such inferior work or materials as described above may be accepted or made use of it shall be within the discretion to accept the same at such reduced rates as he may fix thereof.
30	Work To Be Open To Inspection Contractor Or Responsible Agent To Be Present	Clause-16	All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and Incharge Project Director/ Executive Engineer (M&R) or his subordinates, and the Contractor shall all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer and Incharge Project Director/ Executive Engineer (M&R) or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have responsible agent duly

			accredited in writing present for that purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
31	Notice To Be Given Before Work Is Covered Up	Clause-17	The Contractor shall give not less than five days notice in writing to the Engineer and Incharge Project Director/ Executive Engineer (M&R) or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of check, inspection & measurement any work in order that the same may be verified, checked, inspected and measured, and correct dimensions thereof taken before the same is so covered up or planned beyond the reach of verification check, inspection & measurement, and shall not cover up or place beyond the reach of verification, check, inspection and measurement any work without the consent in writing of the Engineer and Incharge Project Director/ Executive Engineer (M&R) or his subordinate-Incharge of the work, and if any work shall be covered up or placed beyond the reach of verification, check, inspection & measurement any work without the consent in writing of the Incharge Project Director/ Executive Engineer (M&R) or his subordinates Incharge of the work, and if any work shall be covered up or placed beyond the reach of verification, check inspection & measurement without such notice having been given to consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work, or for the materials with which the same was executed.
32	Contractor Liable For Damage Done And For Imperfections For Three Months After Certificate	Clause-18	If the Contractor or his workmen, or servants shall break, deface, destroy any part of a building in which they may be working, or any building, road, fence, enclosure or overhead or underground service lines of water supply, sewerage, electricity, telephone, gas etc. or grass land or cultivated ground continuous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any part thereof in being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within three months of the grant of a certificate of completion, final or otherwise, by the Incharge Project Director/ Executive Engineer (M&R), the Contractor shall make good the same his own expense, or in default the Incharge Project Director/ Executive Engineer (M&R) may cause the same to be made good by other workmen, and deduct the expenses of (which the certificate of the Incharge Project Director/ Executive Engineer (M&R) shall be final) from any sums that may then be due or may thereafter become due to the Contractor, or from his security

			deposits or the proceeds of sale thereof, or of a sufficient portion thereof or any of his dues available against other works with the University or as arrears of land revenue in case no dues are available or the amount available falls short of the total recoveries.
33	Contractor to supply plant ladders. Scaffolding etc. And is liable for damages arising on provision of lights. Fencing etc.	Clause-19	The Contractor shall supply at his own cost all materials, plant, tools, appliances, implement, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work, whether in the original, altered or substituted form, and whether included in the specification, or other documents, forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Incharge Project Director/ Executive Engineer (M&R) as to any matters as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this the same may be provided by the Incharge Project Director/ Executive Engineer (M&R) at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Contract or shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to bear the expenses of defense of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above; precautions, and to pay any damages and costs which maybe awarded in any such, suit action or proceeding to any such person, or which may with the consent of the Contractor be paid for comprising any claim by any such person.
34	Measure For Prevention Of Fire	Clause-20	The Contractor shall not set fire to any standing jungle, trees, bush-wood or grass without a written permit from the Incharge Project Director/ Executive Engineer (M&R). When such permit is given, and also all cases when destroying cut or dug up trees, brushwood, grass etc., by fire; the Contractor shall take necessary measures to prevent such fire spreading to otherwise damaging surrounding property. The Contractor shall make his own arrangements at his cost and expense for providing drinking water and water for domestic use of his labour employed in connection with the execution of the works as also for the use of his labour employed in connection with the execution of the works as also for use on the works itself. However, in case the Contractor is not able to make his own

			arrangements for water, the same could at the discretion of the Incharge Project Director/ Executive Engineer (M&R) be supplied by the owner in which case the recovery against the water charges at 2% of the cost of these items of work on which the water is used in the construction shall be made from the bills of the Contractor.
35	Liability Of Contractor For Any Damage Done In Or Outside Work Area	Clause-21	<p>Compensation for all damage done intentionally or unintentionally by Contractor's labour whether in or beyond the limits of University property including any damage, caused by the spreading of fire mentioned in clause 22 shall be estimated by the Incharge Project Director/ Executive Engineer (M&R) or such other officer as he may appoint and the estimates of the Incharge Project Director/ Executive Engineer (M&R) shall be final and the Contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the Contractor as damages in the manner prescribed in clause 1 or deducted by the Incharge Project Director/ Executive Engineer (M&R) from any sums that may be due or become due from University of the Contractor under this contract or otherwise.</p> <p>The Contractor shall bear the expenses of defending any action or other legal proceedings that maybe brought by any person, party or authority for injury sustained "by him owing to neglect of precaution to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.</p>
36	Employment Of Female Labour	Clause-22	The employment of female labour on works in the neighborhood of soldiers' barracks should be avoided as far as possible.
37	Work On Sunday	Clause-23	No work shall be done on a Sunday or a public holiday without the prior sanction in writing of the Incharge Project Director/ Executive Engineer (M&R).
38	Work not be sublet. Contractor may be rescinded & security deposit forfeited for subletting it without approval"	Clause-24	<p>The Contractor shall not be assigned or sub-let without the written approval of the Incharge Project Director/ Executive Engineer (M&R). And if the Contractor shall assign or sublet his contract, or attempt to do, or become insolvent or make any composition with his creditors or attempt to do, the Incharge Project Director/ Executive Engineer (M&R) may, by notice in writing rescind the contract.</p> <p>The Contractor shall keep full and true accounts in respect of the contract works in the regular course of business and shall whenever called upon by the Incharge Project Director/ Executive Engineer (M&R) by notice in writing, produce them for inspection by him or by any officer appointed by him in that behalf. Also if any bribe, gratuity, gifts, loan, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employment of University in any way relating to his office or</p>

			employment or if any such officer or person shall become in any way directly or indirectly interested in the contract or if the Contractor does not keep account or fails to produce them as aforesaid, the Incharge Project Director/ Executive Engineer (M&R) may give notice in writing rescind the contract. In the event of a Contract being rescinded the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the same consequences shall ensue as if the contract had been rescind under clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.
39	Sum Payable By Way Of Compensation To Be Considered As Reasonable Compensation Without Reference To Actual Loss	Clause-25	All sums payable by a Contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.
40	Changes In The Constitution Of Firm To Be Notified	Clause-26	In the cases of a tender by partners any change in the constitution of a firm shall be forthwith notified by the Contractor to the Incharge Project Director/ Executive Engineer (M&R) for his information.
41	Work To Be Under Direction Of Engineer, Consultant And Incharge Project Director/ Executive Engineer (M&R)	Clause-27	All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer and Incharge Project Director/ Executive Engineer (M&R) for the time being, who shall be entitled to direct at what point or points and in what-manner they are to be commenced, and from time to time carried on.
42	Decision Of Project Director To Be Final	Clause-28	Except where otherwise specified in the contract and subject to The powers delegated to him by authority under the Code rules then in force, the decision of the Project Director shall be final, conclusive, and binding on all parties to the contract upon all questions relating to the meaning of the specifications, design, drawings, and instructions hereinbefore mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question claim, right, matter or the thing whatsoever in any way arising out of, or relating to the contract, design, drawings, specifications, estimates, instructions, orders of these conditions, or otherwise considering the works, or the execution, or failure to execute the same, whether arising, during the progress or the work, or after the completion or abandonment thereof.
43	Lump Sum In Estimates	Clause-29	When the estimate on which a tender is based includes one or more items with lump sum rates or lump sum amount the Contractor shall be entitled to payment in respect of such items on the rates entered in this contract with the detailed specifications and the analysis of the rates on which the contract price is calculated. Where part of the work is done or the specifications are altered the Contractor will submit his own rate

			<p>and payment shall be controlled in the same way as if the item of work was done outside the current Government Schedule of Rates applicable in the case in accordance with the procedure laid down in Clause 14.</p> <p>Provided always that in case of the percent Rate tenders, no premium as quoted for the main tender as also that quoted in clause 14 (which will be the same premium as for the main tender) shall be payable for any items of work including the lump sum items or market rates which are outside the Current Government Schedule of Rates.</p>
44	Action Where No Specification	Clause-30	<p>In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the Sind P.W.D. specifications and in the event of there being no Sind P.W.D. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Incharge Project Director/ Executive Engineer (M&R). The payment for such items of work shall be made in accordance with the procedure laid down in Clause 14 for items of work outside the Current Government Schedule of Rates.</p>
45	Contractors Percentage Whether Applied To Net Or Gross Amount Of Bill	Clause-31	<p>The percentage referred to in the tender shall be deducted from/added to the gross amount of the bill before deduction the value of any stock issued.</p>
46	Refund Of Quarry Fees And Royalties	Clause-32	<p>All quarry fees; royalist, octroi, dues, ground rents, local and Government taxes and Rates etc. relating directly or indirectly to the execution of the works under this contract shall be paid by the contractor as a final charge and no refund on this account shall be allowed by the University.</p>
47	Compensation under the workmen's compensation act.	Clause-33	<p>The Contractor shall be responsible for and shall pay any compensation Act, 1923 (VIII of 1923), (hereinafter called the said Act) as amended upto date for injuries caused to the workmen. If such compensation is paid by University as principal under sub-section (1) of section 12 of the said Act on behalf of the Contractor; it shall be recoverable by University from the Contractor under sub-section (2) of the said section such, compensation shall be recovered in the manner laid down in Clause above. The contractor shall also discharge all other liabilities in relation to the current Government or local legislation with respect. to the Labour Laws and other Fringe benefits like Health and Insurance cover. Old Age Benefits etc. for all his labour including the administrative and supervisory staff.</p>
48	Claim For Quantities As Per Scope Of Work Shown On Drawings	Clause-34A	<p>The quantities of different items of work shown in the schedule B attached to this tender, are only approximate The actual quantities of different items as done at Site will be controlled by the detailed drawings and the actual requirements at site of work. No claim whatsoever will be entertained on account of excess or reduction in the scope of work as shown on the drawings.</p>

49	----- do----	Clause-34B	Where due to the change of specification or scope or work or due to additions in size and quantum of the work the total cost of the work increases upto 30% at the cost as shown in the MEMORANDUM (Excluding those case there the total cost the increased due to any claim of the contractor or the escalation in the rates/cost subject to its sanction) the Contractor shall be bound to carry out the same at the same rates and under the same conditions as for the same at the same rates and under the same conditions as for the main tender. In case where the total cost is likely to increase beyond 30% of the amount shown in the MEMORANDUM it will be optional for the Contractor to decline to take up the additional work provided always that no work shall be left in incomplete or in unfinished shape irrespective of the total Cost of the work. Where, however, the Contractor agrees to take up the additional work, there shall be no financial limit to it and that the entire work shall be done at the same rates and under the same terms and conditions as the main tender.
50	Employment Of Feminine Labour	Clause-35	The Contractor shall employ any feminine; convict or other labour of a particular kind of class if ordered in writing to do so by the Incharge Project Director/ Executive Engineer (M&R).
51	Claim For Compensation For Delay In The Execution Of Work	Clause-36	No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land or, in the case of clearance works on account of any delay in accordance with the sanction to estimates.
52		Clause-37	No compensation shall be allowed for any delay in the execution of the work on account of water standing in borrow pits or compartments or on the land or the approach road etc. The rates are inclusive of hard or cracked soil, excavation mud, subsoil water or water standing in borrow pits and no claim for an extra rate shall be entertained, unless otherwise expressly specified.
53	Entering Upon Or Commencing Any Portion Of Work	Clasue-38	The Contractor shall not enter upon or commence any portion of work except with the written authority and instructions of the Incharge Project Director/ Executive Engineer (M&R) or of his subordinate- Incharge of the work. Failing such authority the contractor shall have not claim to ask for measurements of or payment for work.
54	Minimum age of persons employed. The employment of donkeys or other animals	Clasue-39	(i) No contractor shall employ any person who is under the .age of 12 years. (ii) No contractor shall employ donkeys or other animals with breeching of string or thin rope. The breeching must be at least thread should be of tape (Nawar). (iii) No animal suffering from sores, lameness or emaciation or which is immature shall be employed or the work. (iv) The Contractor shall not employ any labour who has any contagious disease or is a habitual narcotic user or is as sick and unfit for manual labour as to create a hazard for his health or life.

			(v) The Incharge Project Director/ Executive Engineer (M&R) or his subordinate is authorized to remove from the work any person or animal found working which does not satisfy these conditions and no responsibility shall be accepted by the University for any delay caused in the completion of the work by such removal. Any Contractor who does not accept these conditions shall not be allowed to tender for works and his name shall be removed from the list of Contractors.
54	Pakistan Timber To Be Used	Clause-40	As far as possible Pakistan Timbers shall be used and where for any reason this is not practicable preference shall be given to imported timber of approved origin and quality.
55	Certificate For Concessionary Freight Of Charges From The Railway	Clause-41	If any materials are required to be conveyed by rail, the Contractors will be granted certificates by the Incharge Project Director/ Executive Engineer (M&R) to the effect that the materials are required for University works thereby enabling them to have the benefit as allowed under the rules from the railway. In case, however, such a concession is withdrawn by the railway at any time, no claim shall be made against University on this account.
56	Recovery Of Dues From Contractor As Arrears Of As Land Revenue	Clause-42	Any sum due to the University by the Contractor shall be liable for recovery as arrears of Land Revenue.
57	Partnership Of M.L.As Is Forbidden	Clause-43	The Contractor shall certify that no member of Legislative Assembly is in partnership with him and that University will have the right to terminate the contract at any stage if it is discovered that a member of Legislative Assembly or Parliament is a partner in the Contract.
58	Payment of Taxes	Clause-44	The contractor firmly holds himself responsible to get himself registered under Income Tax and Sales Tax Rules and to pay these and all other Government and local taxes due to him from time to time in accordance with the Government instructions.
59	Interest or Share Of University Servant In The Work	Clause-45	The Contractor shall certify that no University Servant, Government servants or a servant of a Corporate Body directly controlled by the Government has directly or indirectly any share or interest in this work.
60		Clause-46	The Contractor will not be allowed to withdraw his tender and ask For the return of earnest money before expiry of the period of three months, commencing from the date of opening of the tender and that if it is withdrawn in violation of this condition earnest money shall be forfeited.
61		Clause-47	Notwithstanding anything contained in any clause of this contract and further notwithstanding the fact that the final completion Certificate has been awarded to the Contractor and his 50% Security deposit refunded, the liability of the Contractor for the purpose of " Defect Liability" shall extend for the period of 12 months from the date of issue of the completion Certificate for removal including replacement of any defect found in the works due to construction

			or any other cause directly attributed to and a result of defective work or negligence in carrying out the work. The remaining 50% security deposit will be refunded after 12 months after removal of defects, if any.
62		Clause-48	<p>The Contractor shall employ at his cost at the site of work for effective planning, supervision and control of the work, adequate, full time Project Director Engineering staff and trained and experience licensed electricians and mechanics of respective trade in addition to the usual team of following scales:</p> <p>Work costing upto Rs. 15.0 lacs : A Diploma holder.</p> <p>Work costing over Rs. 15.0 Lacs : A Professional Engineer Registered with Pakistan Engineering Council.</p> <p>Such persons work on the job shall be deemed to the authorized agents at site of the Contractor and shall receive all orders & instructions of the Incharge Project Director/ Executive Engineer (M&R), Engineer and Consultants or their authorized representatives and shall also be responsible to maintain a work-order book and other registers at Site and shall forth with take actions to carry out the orders and instructions.</p>
63		Clause-49	<p>If any question, difference or objection whatsoever shall arise in any way contracted with or arising out of this instrument or the meaning or objections of any part thereof, the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinbefore provide for as has been so decided, every such matter including whether its decisions has been otherwise provided for and or regards the right of and obligations of the parties as the result of such termination shall be referred for arbitration to such person or a board with the mutual consent of the Incharge Project Director/ Executive Engineer (M&R) and the Contractor and his decision shall be final and binding and where the matter involves a claim for or the payment recovery or deduction of money, only the amount, if any awarded in such arbitration shall be payable or recoverable in respect of the matter so referred.</p>
64	Force Majeure	Clause-50	<p>The parties shall not be considered to be at default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of force Majeure. Each part will advise the other party by written notice within 30 days of the occurrence of any such case force Majeure employed therein shall mean acts of the Public enemy wars (whether declared or not) hostilities, revolutions, civil disturbances, epidemics, fires, floods, earth quakes, weather causes of similarly nature which render the performance of this agreement unfeasible and inspite of the exercise is unable to overcome.</p>
65	Mobilization Advance	Clause-51	As per rules.

CLAUSE - 52

Environmental Health & Safety/ Construction Safety

Construction and renovation activities that could be classified as construction include building renovations, excavation and trenching operations, painting, masonry, and certain activities associated with building systems such as HVAC, plumbing, and electrical supply.

Construction work can be particularly hazardous. The use of personal protective equipment, fall protection, fire safety, electrical safety, and other precautions are essential for safe construction work.

The following rules apply to construction sites:

- Heed all warning signs that have been posted.
- Do not walk, stand, or work under suspended loads. If you raise the load, be sure to crib, block, or otherwise secure the load as soon as possible.
- Avoid placing unusual strain on equipment or materials.
- Be prepared for unexpected hazards. **BE ALERT!**
- Fatigue is a serious risk on the job. If you are tired, slow down, get help, or switch to a task that doesn't require as much precision. Never let too little sleep jeopardize your safety.
- If you are not sure what to do or how to do it, ask. Never go ahead on a job unless you know what you are doing, what the risks are, and how to protect yourself.
- Think of safety as one of your most important job responsibilities. Before starting each job, plan it out. Think about tools, materials, and protective equipment you will need and the procedures you will follow.
- Keep your work area clear of potential hazards such as items that you could trip over or bump into, materials that could catch fire, or chemicals that could spill.
- Never ignore a safety hazard. Either fix it or report it.
- Report all incidents and near misses to your supervisor and the Office of Safety.
- Know what to do in an emergency. There isn't time to review procedures when an emergency situation occurs. If you are unsure, ask your supervisor before you begin the job.

CLAUSE - 53

The cost difference in the prices specified in the schedule of rates for following items shall be paid separately and as per actual consumption / quantities executed and in accordance with Notifications issued by Standing Rates Committee, Government of Sindh from time to time.

Item	Rate provided in Schedule of Rates	Unit	Rate Allowed w.e.f 01-12-2021	Cost Difference payable/ recoverable w.e.f.	Remarks
M.S. Bars (Tor)					
Cement (OPC)					
Bricks 9"x4 1/2"x3" (First Class)					
Deodar Wood (First Quality)					
Partal Wood					
Bitumen					
Any other item if notified by Standing Rates Committee, Government of Sindh					

Any change in the above price by Standing Rates Committee Government of Sindh during the currency of contract, the difference will be payable to or, as the case may be recoverable from the contractor. The effect of the revision of the prices will be confined to the quantity of the items which is actually consumed after the date of such revision.

Not Applicable (N/A)

CLAUSE - 54

The electric and water connection will be provided at one point respectively near the site of work. The Contractor will be responsible for further distribution where ever required including making complete arrangements for shortage of water. The cost of electric energy consumed as per prevailing tariff including service charges of WAPDA will be paid by the contractor. The cost of water consumed in the work will be recovered from the bills of the contractor at 2% (two percent) of the cost of these items of works on which water is used.

CONTRACTOR.

ENGINEER.

Witness.

Witness

1. _____
2. _____

1. _____
2. _____

Incharge Project Director/ Executive Engineer (M&R)

Certified that the Tender/Agreement has been prepared/executed under our supervision and we are satisfied that it has been correctly prepared/executed.

BILL OF QUANTITIES

BILL OF QUANTITIES

ACCOMODATION FOR POLICE & RANGERS QUEST, NAWABSHSH

SCHEDULE-B

SUMMARY OF COST FOR

S.#		Description	Amount	
A	A	Up to Plinth Level		
1		Schedule Civil Works except steel	Rs.	
2		Schedule Civil Works Steel	Rs.	
		Total- A	Rs.	
B	B	Above Plinth Level		
1		Schedule Civil Works except steel	Rs.	
2		Schedule Civil Works steel	Rs.	
3		Schedule Archi-works	Rs.	
4		Non schedule Archi-Works	Rs.	
		Total- B	Rs.	
C	C	Plumbing Works		
1		Schedule Plumbing Works Internal	Rs.	
2		Plumbing Works Non Schedule Item Internal	Rs.	
		Total - C	Rs.	
D	D	Over Head Tank		
		Structure works with Steel	Rs.	
		Total-D	Rs.	
		Grand Total (A+B+C+D)	Rs.	
		TOTAL IN MILLIONS		

Amount in Words: _____

Incharge Project Director/
Executive Engineer (M&R)

(Contractor)

SUB-STRUCTURE WORK UP PLINTH LEVEL

S.No	DESCRIPTION	UNIT	QTY.	RATE(RS)	AMOUNT(RS)
Item-01	<u>JUNGLE CLEARANCE</u> Jungle clearance and removing within 100 feet Item 4(a) Page-95	%0sft	14400	151.25	2,178.00
Item-02	<u>EXCAVATION FOR FOUNDATION</u> Excavation in foundation of Building Bridges and other structure including dagbelling dressing, refilling around structure with excavated earth watering and ramming lead upto 5 ft or more as shown in drawings a) In Ordinary soil Item 18(b) Page-4	%0 cft	5952	3176.25	18,903.45
Item-03	<u>EARTH FILLING</u> Filling, watering and ramming earth in floor with surplus earth from foundation lead upto one chain and lift upto 5 ft. a) Under Floor Item 21 Page-4	%0 cft	1261	1512.5	1,907.26
Item-04	<u>P.C.C (1:4:8)</u> Cement concrete plain (1:4:8) using sulphate resistant cement type (v) including placing, compacting, finishing, curing, complete, (Including screening and washing of stone aggregate without shuttering). i) Footing ii) Floor Item 5(i) Page-16	% cft % cft	351 380	11288.75 11288.75	39,623.51 42,897.25

S.No	DESCRIPTION	UNIT	QTY.	RATE(RS)	AMOUNT(RS)
Item-05	<u>REINFORCED CEMENT CONCRETE (S.R Cement)</u> Reinforced cement concrete (1:2:4) using sulphate resistant cement type (v) or more rich to provide 6"x12" cylinder strength of 3000 psi at 28 days age (equivalent cube strength = 3750 psi) including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering, curing, rendering and finishing exposed surface including screening and washing of stone aggregate.				
	i) Footing	per cft	866	337	291,842.00
	ii) Tie Beams	per cft	331	337	111,547.00
	iii) Columns upto plinth Item 6(a)(I) Page-17	per cft	95	337	32,015.00
Item-06	<u>CEMENT PLASTER UPTO PLINTH</u> Cement plaster 1:4 using sulphate resistant cement i) ½" thick Item 11(b) Page-52	% sft	478	2283.93	10,917.19
Item-07	<u>BRICK MASONRY IN FOUNDATION & PLINTH (1:6)</u> Pacca brick work in foundation & plinth in cement sand mortar 1:6 using sulphate resistant cement type (v) . Item 4(e) Page-21	% cft	788	11948.36	94,153.08
	(A)-TOTAL COST WITHOUT STEEL				645,983.74
	PREMIUM ____% ABOVE/ BELOW ON SCHEDULE ITEMS				
	A-TOTAL				

S.No	DESCRIPTION	UNIT	QTY.	RATE(RS)	AMOUNT(RS)
Item-08	STEEL REINFORCEMENT a) Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints fastenings, including cost of binding wire also includes removal of rust from bars. a) Grade- 60 Item 8(a) & (b) page-17	per Cwt	84.92139	5001.7	424751.31
	(B)-TOTAL COST FOR STEEL				424751.31
	Premium _____ % Above/ Below on Schedule Items				
	B- Total				
	TOTAL (A+B)				

SUPER-STRUCTURE WORK ABOVE PLINTH LEVEL

S.No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RS)
Item-01	REINFORCED CEMENT CONCRETE Reinforced cement concrete (1:2:4) or more rich to provide 6"x12" cylinder strength of 3000 psi at 28 days age (equivalent cube strength = 3750 psi) including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering, curing, rendering and finishing exposed surface including screening and washing of stone aggregate.				
1	COLUMNS				
	i) Ground Floor	per cft	194	337.00	65,378.00
	ii) First Floor	per cft	194	349.10	67,725.40
	iii.) Mumty	per cft	44	361.20	15,892.80
	Item 6(a)(I)+6(d), Page-17				

S.No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RS)
2	BEAMS				
	i) Ground Floor	per cft	235	337.00	79,195.00
	ii) First Floor	per cft	235	349.10	82,038.50
	iii) Mumty	per cft	20	361.20	7,224.00
	Item 6(a)(I)+6(d), Page-17				
3	SLABS				
	i) Ground Floor	per cft	849	337.00	286,113.00
	ii) First Floor	per cft	849	349.10	296,385.90
	iii) Second Floor (Mumty)	per cft	42	361.20	15,170.40
	Item 6(a)(I)+6(d), Page-17				
4	STAIRS				
	i) Ground Floor	per cft	169	337.00	56,953.00
	ii) First Floor	per cft	100	349.10	34,910.00
	Item 6(a)(I)+6(d), Page-17				
5	LINTELS				
	i) Ground Floor	per cft	67	337.00	22,579.00
	ii) First Floor	per cft	67	349.10	23,389.70
	iii) Mumty	per cft	7	361.20	2,528.40
	Item 6(a)(I)+6(d), Page-17				
6	Railing				
	i) Ground Floor	per cft	57	337.00	19,209.00
	ii) First Floor	per cft	75	349.10	26,182.50
	Item 6(a)(I)+6(d), Page-17				
	(A)-TOTAL COST WITHOUT STEEL				1,100,874.60
	Premium _____% Above/ Below on Schedule Items				
	A- Total				

S.No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RS)
Item-02	STEEL REINFORCEMENT				
	a) Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints fastenings, including cost of binding wire also includes removal of rust from bars. a) Grade- 60				
	i) Ground Floor	per Cwt	101.884	4,820.20	491101.33
	ii) First Floor	per Cwt	97.64705	4,971.45	485447.42
iii) Second Floor	per Cwt	23.99471	5,122.70	122917.70	
	Item 8(b) page-17+ Item 29 page 19				
	(B)-TOTAL COST FOR STEEL				1,099,466.44
	Premium _____% Above/ Below on Schedule Items				
	B- Total				
	TOTAL (A+B)				

SCHEDULE ARCHI-WORKS ABOVE PLINTH LEVEL

S.No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Rs.)
Item-1	<p>Brick Masonry works in super structure (above plinth level/Plinth protection) Chapter No.5, Page No. 21 Providing and laying approved first class burnt brick masonry in super structure walls at any height and any floor, laid and jointed with cement and approved source sand machine mixed mortar, masonry to be laid in course true to line, level and plumbing, protected and properly cured including scaffolding and providing deep joints to receive rendering. All work to be completed as per drawings and specifications, including P/F specified anchorage with concrete members and directed by the Engineer.</p>				
i.	<p>(Item No. 5, (i e) & 6 (where required) 4 1/2"thick and above internal/external walls in (1:4) CSM</p>				
	Ground Floor	%cft.	160	13,227.41	21,114.42
	First Floor	%cft.	160	13,666.04	21,814.59
	9"thick and above internal/external walls in (1:6) CSM				
	Ground Floor	%cft.	1,379	12,674.36	174,833.92
	First Floor	%cft.	1,364	13,112.99	178,819.22
	Mumty Floor	%cft.	151	14,262.49	21,512.47
	Parapet	%cft.	200	14,263.49	28,526.98

S.No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Rs.)
Item-2	<p>Plain Cement Sand Plastering, Chapter No.9, Page 52 Providing and applying 3/4" thick plaster at any floor or at any height using approved quality sand preferably machine mixed mortar, including all bends, corners, recesses including scaffolding and hacking the concrete surfaces, arching the masonry joints and providing 8" wide GI wire mesh of 17 SWG 1"x1" size fixed with GI staples on masonry joints, concrete joints. All plaster to be finishes smooth with steel float in true to level, line and plumb and properly cured, complete as per drawings, specifications and as directed by the Engineer.</p> <p>Ground Floor, Item No. 12 c Internal walls/columns plaster 3/8" thick in 1:5 CSM</p> <p>Ground Floor, Item No. 11 b external walls/columns plaster 1/2" thick in 1:4 CSM</p> <p>Ground Floor, Item No. 12 c Internal walls/columns plaster 3/8" thick in 1:5 CSM</p> <p>Ground Floor, Item No. 11 b external walls/columns plaster 1/2" thick in 1:4 CSM</p>				
		%sft.	7,497.26	2166.72	162444.63
		%sft.	9,421.60	2283.93	215182.75
		%sft.	7,497.26	2166.72	162444.63
		%sft.	9,421.60	2283.72	215,162.96
Item-3	<p>Chapter 9, Page 55, Item 24 three coat Distempering.</p>	%sft.	7,497.26	1079.65	80,944.17
Item-4	<p>Chapter 9, Page 56, Item 38 (a+b) & Item 42 Preparing the surface and painting with weather coat I/c rubbing the surface with rubbing bricks / sand Paper, filling the voids with chalk / plaster of Paris and then painting with weather coat of approved make + 2nd & subsequent coat. Extra Labour for above 20'. a) Plaster surface external Ground Floor</p>	%sft.	9,421.60	2567.95	241,941.98

S.No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Rs.)
Item-5	Chapter 10, Page 60, Item 21 Providing and fixing approved quality mortice lock.	each	24.00	1786.13	42,867.12
Item-6	Chapter No.7, Page 38, Item No.38 Anti-termite treatment Providing Anti-termite treatment by spraying / sprinkling / spreading Neptachlar 0.5% Emulsion as an ever all pre-construction treatment in slab type construction under the slab and along attach perches or entrances etc. complete as per directions of Engineer Incharge	sft.	2,497.00	9.74	24,320.78
Item-7	Chapter-18, Page 109, Item No. 92 Enamel Paint Painting New Surfaces Preparing surface and painting of doors and windows any type, (including Edges). Priming Coat + Each subsequent coat of paint.	%sft.	1,031.76	1489.68	15,369.92
Item-10	Chapter No.11, Page 70, Item No.5 c i. & ii Roof Treatment Providing and laying 1" thick topping cement concrete (1:2:4) including surface finishing and dividing into panels: Chapter 8, Page 42, Item 16(d)				
	2" thick for PP	%sft	200	3275.50	6551.00
	3" thick on roof	%sft	1480.79	4411.82	65329.79
Item-11	Chapter 7, Page 35, Item 13 Two coats of Bitumen laid hot using 34 lbs for % Sft over roof and blinded with sand at one Cft P% Sft.	%sft	1480.79	1887.4	27948.43
(A)-TOTAL COST WITHOUT STEEL					1,707,130
Premium _____% Above/ Below on Schedule Items					
A- Total					

S.No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Rs.)
Item-12	Glazed Tiles Dado Chapter No.8, Page 45, Item No. 38 Glazed tile dado 1/4" thick laid in pigment over 1:2 cement sand mortar 3/4" thick including finishing.	%sft.	2261.275	28299.3	639925.00
Item-13	Wooden Architrave Providing and fixing with sunk iron screws wooden Architrave approved design / shape having width not less than 2½ inches as directed by Engineer Incharge.	fft.	422.97	49.97	21135.81
Item-14	Chapter No.10, Page 66, Item No.60 (Chapter No.8, Page 43, Item No. 25) Laying floors of approved coloured glazed tiles 1/4" thick laid in white cement and pigment on a bed of 3/4" thick cement mortar 1:2.				
i.	All Levels	%sft.	792.59	27747.06	219919.04
Item-15	Wood work (Chapter No.10, Page 57, Item No. 7(b)) First class deodar wood wrought, joinery in doors and windows etc. fixed in position including chowkats hold fasts hinges, iron tower bolts, chocks cleats, handles and cords with hooks, etc. Deodar paneled or paneled and glazed, or fully glazed. (a) 1 3/4" thick. doors (b) windows	sft. sft.	608.79 798.00	1273.76 1273.76	775452.35 1016460.48
Item-8	Mosaic Flooring 1-1/2" thick mosaic flooring consisting of 1/2" mosaic topping of one part of grey cement to two part of marble chips laid over 1" thick flooring of 1:2:4 cement concrete including rubbing and polishing including counter top Ground Floor	% sft	1422.00	9258.67	131,658.29

S.No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Rs.)
Item-9	First Floor	% sft	1055.00	9485.55	100,072.55
	Mumty Floor	% sft	50.00	9939.31	4,969.66
	Chapter No. 8 Page 42, Item No. 22 & Item 18 MARBLE TILES - SKIRTING Providing and fixing 3/8" thick marble tiles of approved quality and colour and shade size 8" x 4" /6" x 4" in dado skirting and facing removal /tucking of existing plaster surface etc., Over 1/2" thick base of cement mortar 1:3 setting of tiles in slurry of white cement over mortar base including filling the joints and washing the tiles with white cement slurry, curing finishing, cleaning and polishing etc. complete.	Sft.	550.00	186.04	102,322.00
	B- TOTAL FOR SCHEDULE ITEMS				3,011,915.17
	PREMIUM % ABOVE/ BELOW ON SCHEDULE ITEMS				
	B- TOTAL FOR SCHEDULE ITEMS				
	GRAND TOTAL FOR SCHEDULE ITEMS				

ABOVE PLINTH LEVEL (NON-SCHEDULE ITEMS)

S.No.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (Rs.)
Item-1	<p><u>MARBLE TILES</u> Providing and laying SUNNY WHITE pre-polished marble as per detail shown on the drawings on Stair steps including landing and risers 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, two strips Non-skid tape 1" wide of 3M on treads etc., complete as per specifications, drawings and as directed by the Engineer. The basic rate of marble slabs 3/4" thick supplied at site should be taken Rs.150/- per sft.</p> <p>a) Stairs/Steps: Stair upto Mumty</p> <p>i) On Treads with bull nosing 3/4" thick full length</p> <p>ii) Risers</p> <p>iv) Stair Landing</p>				
		Sft.	177.25		
		Sft.	99.50		
		Sft.	90.00		
		Total Rs:			

S.No.	DESCRIPTION	QTY	UNIT	RATE (Rs)	AMOUNT (Rs)
1	<p>PLUMBING WORKS (SCHEDULE ITEMS)</p> <p>Providing & fixing European type white glazed earthenware wash down W.C. pan complete with and including the cost of white/black-plastic seat (Best quality) and lid with C.P. brass hinges and buffers, 3 gallons white glazed earthenware low level flushing cistern with siphon fittings, 1-1/2" dia. white porcelain enameled flush bend, 3/4" dia and making requisite No. of holes in walls, plinth & floor for pipe connection and making good in cement concrete 1:2:4 (Foreign quality) (item No.5, chapter-1)</p>	6	Each	11,477.40	68,864
2	<p>LAVATORY BASIN</p> <p>a) Basin</p> <p>Providing and fixing 24" x 18" lavatory basin in white glazed earthen ware complete with & I/c the cost of W.I or C.I cantilever brackets 6 inches built into wall, painted white in two coats after a primary coats of red lead paint a pair of 1/2" dia rubber plug & chrome plated brass chain 1-1/4" dia, malleable iron or brass unions and making requisite number of holes in walls, plinth and floor for Pipe connections and making good in cement concrete 1:2:4. (Foreign or Equivalent...)</p>	6	Each	4,928.00	29,568
3	<p>Providing and fixing steel sink stainless local make complete with cast iron or wrought iron brackets 6 inches built in wall, 1-1/2" rubber plug chrome plated brass chain 1-1/2" c.p. brass waste, with 1-1/2" PVC waste pipe and making requisite number of holes in wall and plinth and floor for pipe connection and making good in concrete 1:2:4 40"x20" local make (item No. 19a, chapter-1)</p>	2	Each	5,052.30	10,105

S.No.	DESCRIPTION	QTY	UNIT	RATE (Rs)	AMOUNT (Rs)
4	Providing & fixing 24" x 18" beveled edge mirror of Belgium glass complete with 1/8" thick hardboard and C.P brass screw fixed to wooden pleat with glass shelves.				
	i) Superior quality (item No.4(b)chapter-2)	6	Each	2,047.76	12,287
5	Providing & fixing soap tray earthen with C.P. brass screws etc. complete (item No.5, chapter -2)	12	Each	497.20	5,966
6	Supplying & fixing in position 1/2" dia. C.P. bib cocks standard pattern. (Item No. 2(i)b, chapter-6)	4	Each	150.92	604
7	Supplying & fixing in position 1/2" dia tee stop of superior quality with C.P. head (item No.12b, chapter-6).	18	Each	889.48	16,011
8	Providing & fixing handle valves (China). (Item No. 5, chapter-6)				
	i) 1/2" dia (15 mm)	0	Each	200.42	-
	ii) 3/4 " dia (20 mm)	2	Each	271.92	544
	iii) 1 " dia (25mm)	2	Each	365.42	731
	iv) 1-1/4" dia (32mm)	6	Each	475.42	2,853
	v) 1-1/2" dia. (40 mm)	1	Each	640.42	640
	vi) 2" dia (50 mm)	5	Each	1,382.92	6,915
	vii) 2-1/2" dia (63 mm)	1	Each	1,225.84	1,226
9	Providing G.I. Pipes, specials and clamps etc., I/c, fixing cutting and fitting complete with and including the cost of breaking through walls and roof, making good etc., painting two coats after cleaning the pipe etc., with white zinc paint with pigment to match the colour of the building and testing with water to a pressure head of 200 feet and handling (item No.1, chapter-4)				
	i) 3" dia (75mm) (for rain water disposal)	70	P.Rft	360.40	25,228

S.No.	DESCRIPTION	QTY	UNIT	RATE (Rs)	AMOUNT (Rs)
10	ii) 1" dia (25mm) (for O.H.W.T filling)	100	P.Rft	128.55	12,855
	iii) 3/4 " dia (20 mm)	7	P.Rft	95.79	671
	iv) 1 " dia (25mm)	7	P.Rft	128.55	900
	v) 1-1/4" dia (32mm)	70	P.Rft	153.19	10,723
	vi) 1-1/2" dia. (40 mm)	35	P.Rft	188.97	6,614
	vii) 2" dia (50 mm)	100	P.Rft	233.00	23,300
	viii) 2-1/2" dia (63 mm)	7	P.Rft	310.47	2,173
	Supply / fixing wash basin mixer of superior quality with C.P. Head 1/2 inch dia. Item No. 14(b), Chapter No. 6).	6	Each	3,179.00	19,074
TOTAL COST OF SCHEDULE ITEMS					257,850.26
PREMIUM _____% ABOVE/ BELOW ON SCHEDULE ITEMS					
TOTAL COST OF SCHEDULE ITEMS CARRIED TO SUMMARY					

S.No.	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
1	<p>PLUMBING WORKS (NON SCHEDULE ITEMS)</p> <p>Providing and installation of P.P.R.C. Pipes, fittings specials and clamps etc., I/c, fixing cutting and fitting complete with and including the cost of breaking through walls and roof, making good etc., flushing and cleaning the pipe etc., and testing with water to a pressure head of 200 feet. Make "VESBO, COSMOPLAST, DIZAYN or EQ.) confirming to BSS 4991,DIN 8078.</p>				
	i) O.Dia 20 mm	120	P.Rft		
	ii) O.Dia 25 mm	100	P.Rft		
	iii) O.Dia 32 mm	7	P.Rft		
	iv) O.Dia 40 mm	7	P.Rft		
	v) O.Dia 50 mm	0	P.Rft		
2	<p>Providing and installation of u PVC drainage pipes and fittings confirming to BS 4515, push fit rubber ring joint or solvent jointing system, including cutting in floors and walls. Testing at 8 feet of water head for 24 hours. (Make. Hepworth, Dadex, Terrain SDP, or Eq.)</p>				
	i) Dia 100 mm or 110 mm	100	P.Rft		
	ii) Dia 70 mm or 75 mm	175	P.Rft		
	iii) Dia 50 mm	35	P.Rft		
3	<p>Providing and installation of uPVC drainage pipes Class-B including all fittings confirming to BS 4515, push fit rubber ring joint or solvent jointing system, including excavation and backfilling. Testing at 8 feet of water head for 24</p>				

S.No.	DESCRIPTION	QTY.	UNIT	RATE (Rs.)	AMOUNT (Rs.)
	hours. (Make. Hepworth, Dadex, Terrain SDP, or Eq.)				
	i) Dia 200 mm	100	P.Rft		
	ii) Dia 150 mm	125	P.Rft		
5	Providing & fixing uPVC pipe for wash basin drain.				
	i) 3" dia.	30	rft.		
6	Providing and fixing C.I. Cleanouts with sunk type C.P. brass cover plate fixed with screw caps including cost of making requisite number of hole in walls, plinth and floor for pipe connection and restoring damaged surfaces to original condition.				
	a) 3" dia.	2	Each		
	b) 4" dia	2	Each		
9	Providing and construction of upto 5 feet deep manholes having 9" thick C.S.M 1:6 masonry and inner/outer 3/4" thick plaster CSM 1:4 including excavation, backfilling, 3"thick P.C.C. Lean concrete and 6" thick R.C.C. 1:2:4 bottom and top slab with 24" dia heavy duty C.I. manhole cover, P.C.C. 1:2:4 benching etc., complete in all respect.	3	Each		
TOTAL COST OF NON-SCHEDULE ITEMS.					

STRUCTURE WORK FOR O.H WATER TANK (01 No)

S.No	DESCRIPTION	UNIT	QTY.	RATE(RS)	AMOUNT(RS)
Item-01	<u>REINFORCED CEMENT CONCRETE</u> Reinforced cement concrete (1:1½:3) using Hi Bond Pre Packaged Polymer Modified Mortar (DHPMM) or more rich to provide 6"x12" cylinder strength of 4000 psi at 28 days age (equivalent cube strength = 4500 psi) including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms, moulds, lifting, shuttering, curing, rendering and finishing exposed surface including screening and washing of stone aggregate.				
	a) Columns	per cft	14	373.2	5,225
	b) Beams	per cft	19	373.2	7,091
	c) Bottom Slab	per cft	80	373.2	29,856
	d) Walls	per cft	128	373.2	47,770
	e) Top Slab	per cft	60	373.2	22,392
	Item 6(a)(II) Page-16				
Item-02	<u>PVC water stopper</u> Providing "Expansion Joint "in concrete work of 9" wide corrugated PVC water stopper (with bulb) i.c soldering cost of material and labour etc. complete.				
	ItemB(2) Page-56				
		Rft	40	86	3,440

S.No	DESCRIPTION	UNIT	QTY.	RATE(RS)	AMOUNT(RS)
Item-03	<p><u>HI BOND PRE-PACKAGED POLYMER MODIFIED MORTOR (DHPMM)</u> Extra cost due to use of Hi Bond Pre-packaged Polymer Modified mortar (DHPMM) as an admixture in concrete mix for increasing durability, to be used in concreting, flooring, block/brick stone masonry or plastering as % by weight of cement. (For O-H Tank) i) Over head tank Item 7(ii) Page 16</p>	Kg	102	459.8	46,900
Item-04	<p><u>MS RUNGS 3/4" DIA</u> Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints and fastenings including cost of bending wire (also includes removal of rust) Item 8(a) Page 16</p>	Cwt	0.27	5273.95	1,415
Item-05	<p><u>TERRAZO FINISH 3/8" THICK DADO</u> Mosaic or dado or skirting one part of grey cement and two parts of marble chips laid over 1/2" thick cement plaster 1:3 complete with finishing. (1/2" thick) Item 39(b) Page 45</p>	%sft	247	10580.93	26,135
Item-06	<p><u>VENT PIPE (PVC) 3" DIA CLASS 'B'</u> Item E(4)(b),Part-B(II) Vol-III, Page 23</p>	Rft	7	136	952
Item-07	<p><u>C.I MAN HOLE COVER AND FRAME</u> Providing and fixing C.I Manhole Cover with frame i/c cost of material. Item (j) 1 Page-35</p>	Cwt	0.39	5757.95	2,266.78

S.No	DESCRIPTION	UNIT	QTY.	RATE(RS)	AMOUNT(RS)
Item-08	<u>ORNAMENTAL JALI</u> Providing & Fixing ornamental cement jali 2" thick 1:2:4 without steel Ch#4, item 11 , page 18	per Sft	209	226	47,238.18
Item-09	<u>STEEL REINFORCEMENT</u> a)Fabrication of mild steel reinforcement for cement concrete including cutting, bending, laying in position, making joints fastenings, including cost of binding wire also includes removal of rust from bars. a) Grade- 40 Item 8(a) page-16+ Item 29 page 19	per Cwt	25	5273.95	131,849
(B)-TOTAL COST FOR STEEL					372,528
PREMIUM _____ % ABOVE/ BELOW ON SCHEDULE ITEMS					
TOTAL					

- Note:**
1. Escalation / Difference of cost of material and cartage will not be paid separately.
 2. The Quantities can be increased / decreased as per availability of funds.
 3. All taxes will be deducted as per government rules.

**Incharge Project Director/
Executive Engineer (M&R)**

(Contractor)

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY CONTRACTORS.

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **Civil & plumbing works for construction of Accommodation for Police & Rangers at QUEST, Nawabshah (Re-invited).**

M/s _____ 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] 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, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/ Contractor/ Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] 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 PA.

.....
**Incharge Project Director/
Executive Engineer (M&R)**

.....
(Contractor)