



**Dawood University of Engineering & Technology**  
**M.A Jinnah Road Karachi**

**SPPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**PROCUREMENT OF WORKS**

**CONSTRUCTION OF AUDITORIUM AT FACULTY OF I&CS,  
GULBERG SITE, FB AREA KARACHI  
(CIVIL & ELECTRIC WORKS AND SUPPLY & INSTALLATION OF  
FURNITURE)**

**(Estimated Cost is Rs. 38.00 Million)**

## LIST OF CONTENT

<b>S. NO</b>	<b>PART</b>	<b>DESCRIPTION</b>
<b>01.</b>	<b>Part-I</b>	NOTICE INVITING TENDERS BIDDERS MANDATORY ELIGIBILITY CRITERIA TECHNICAL EVALUATION CRITERIA
<b>02.</b>	<b>Part-II</b>	INSTRUCTIONS TO BIDDERS
<b>03.</b>	<b>Part-III</b>	GENERAL CONDITIONS OF CONTRACT
<b>04.</b>	<b>Part-IV</b>	BID DATA SHEET
<b>05.</b>	<b>Part-V</b>	SPECIAL CONDITIONS OF CONTRACT
<b>06.</b>	<b>Part-VI</b>	SCHEDULE OF REQUIREMENT
<b>07.</b>	<b>Part-VII</b>	SAMPLE FORMS
<b>08.</b>	<b>Part-VIII</b>	SPECIFICATIONS AND QUANTITIES
<b>09.</b>	<b>IP</b>	INTEGRITY PACT



# DAWOOD UNIVERSITY OF ENGINEERING AND TECHNOLOGY (DUET)

New M.A. Jinnah Road, Karachi-74800(PAKISTAN)  
PHONE: 021-99231195-98, 99230307, 99232381 FAX: 021-99230710

DUET/NIT/CONST-AUD/I&CS/2025-12

## NOTICE INVITING TENDERS ON EPADS

EPADS website: <https://portalsindh.eprocure.gov.pk/#/>

Under the relevant provision of SPP rules 2010 (amended till to date), Bids are invited online on SPPRA EPADS Portal from relevant experienced firm that are registered with PEC in C-4 category for Procurement of Following Work:

Sr. No.	Tender Title	Fixed Amount of Bid Security (In Rs.)	Tender Fee (Non-Refundable)	Estimated Cost (In Million)	Date of Issuance & of Bidding Document on EPADS	Last Date & Time for Submission of Bids on EPADS	Date & Time for Opening of Bids on EPADS	Completion Period
1.	CONSTRUCTION OF AUDITORIUM AT FACULTY OF I & CS, GULBERG SITE, KARACHI.	Rs. 1.9 Million (In shape of Pay Order)	Rs. 3000/-	Rs. 38.00 Million	20-12-2025 to 05-01-2026 (01:00 pm)	05-01-2026 (03:00 pm)	05-01-2026 (3:30 pm)	03 Month

**Eligibility:** Income Tax- GST, NTN and SRB registered firms (as per SPPRA Rule 46 1a (iii) is mandatory)

**Method of Procurement:** Single Stage – Two Envelope procedure (Technical & Financial Proposal)

**Bidding Documents** can be obtained and shall only be submitted through SPPRA EPADS Portal / website as per above mentioned schedule. **EPADS** web: <https://portalsindh.eprocure.gov.pk/#/> and will also be available on DUET own website: [www.duet.edu.pk](http://www.duet.edu.pk). Supplier are advised to get the registration on EPADS portal at <https://sindh.eprocure.gov.pk/#/supplier/registration>. **Bidders are required to submit a hard copy of bidding document and other required documents as per bidders eligibility criteria.** The required amount of Bid Security & Tender Fee (Non-Refundable) in shape of Pay Order in favour of Dawood University of Engineering & Technology (DUET), Karachi must be submitted at Director (ICT), Convener Procurement Committee at the time of submission as specified above:

In case of any Govt. Holiday or unforeseen situation or incident, the bids shall be issued, submitted & opened on the next /working day as per schedule. Place of issuance & inquiries will be at Procurement Section and submission will be at Director, ICT / Convenor Procurement Committee Department DUET, Karachi. Tenders will be opened at Seminar Hall, Dawood University of Engineering & Technology, Karachi.

### Under the following conditions Bid will be rejected:

- Conditional and telegraphic bids/tenders
- Bids not accompanied by bid security & non-refundable tender fee.
- Bids received after a specified date and time.
- Bid received without Signature & Stamp
- Bid submitted without required documents as per qualification criteria.
- In accordance with the relevant provisions of the SPP rules 2010, **if the firm is currently blacklisted (an affidavit on legal stamp paper must be attached stating that the firm is not blacklisted at present).**

All other terms & conditions are mentioned in the bidding documents. The procuring agency reserves the right to reject all or any bids subject to the relevant provision of Sindh Public Procurements Rules 2010 (Amended till to date.)

Procurement Officer,  
DUET

PID K-2127/25

Contractor Signature & Stamp



## **BIDDERS ELIGIBILITY CRITERIA**

<b>S#</b>	<b>Eligibility Criteria</b>	<b>Remarks</b>
1	Tender Fee Non Refundable Original Pay Order	
2	Bid Security Original Pay Order	
3	05 Years Relevant Experience	
3	Valid NTN, GST & SRB Registration Certificates with Active Tax Payer Status	
4	Affidavit on legal stamp paper that firm is not black listed currently in any Govt. Semi Govt./Public Sector Universities/Colleges/Institutes or any other department.	
5	Valid Professional Tax Certificate	
6	Valid PEC Registration Category in C4 or above with relevant code.	
7	Annual Turn Over – Twice Time the Estimated Cost Per Year under the relevant provision of SPP rules 2010 (amended) Bank statement for the year from 2020 to 2025, starting from 1st July, 2020 till 30th June 2025	
8	Valid Electrical Lenience	
	-	

**TECHNICAL EVALUATION CRITERIA FOR CONSTRUCTION OF AUDITORIUM, I&CS,  
GULBER SITE KARACHI**

S. No.	Description	Marks Allocated (Total)	Sub-Division of Marks: Criteria & Points
1	Financial Status		
1.1	Annual Financial Turnover (Last 05 Years)	10	10 Points: > 200 Million PKR 6 Points: > 150 Million PKR 3 Points: > 76 Million PKR 0 point if below 76 Million
1.2	Audited Financial Statements (Last 5 Years)		5 Points: Provided & Certified by CA 0 Points: Not Provided/Uncertified (Mandatory)
2	Capabilities & Experience		
2.1	Similar works completed in the last three years	03 Points of each Projects Completed upto 50 Million or above cost 3	
3	Contract agreements/client confirmation		
3.1	Similar Works in Hand	15	15 Points: > 45 Million PKR works in hand 9 Points: > 38 Million PKR works in hand 5 Points: > 30 Million PKR works in hand
4	No. of Years of Establishment		10 Points: More than 15 years 6 Points: More than 8 years 3 Points: More than 5 years (Minimum 5 years mandatory)
5	Information of Key Personnel		
5.1	Experience Staff/Engineers of BE Civil / DAE	10	1 Point each: For each qualified staff member (BE Civil or DAE with minimum 5 years experience). Maximum of 10 qualified staff members can be claimed for points.
6	Tools & Equipment		<i>Points assigned based on meeting minimum requirements for each item:</i>
6.1	Form work plans	4	Provide plans for form work covering an area of more than 15,000 square feet (sft.).
6.2	Mixture Machines with Hoists	3	Own more than 3 mixture machines with hoists, OR own a Bach plant.
6.3	Generator, Pumps, Vibrators etc.	3	Confirm availability of a full range of miscellaneous items (generators, pumps, vibrators, etc.) as required for the project.
7	Satisfactory Performance Certificate (Similar Works Only)		<i>3 marks assigned for each certificate provided, up to a maximum of 15 marks (5 certificates total).</i>
7.1	Similar Work Certificates	15	3 Points each: For each completed similar work costing 38 Million or above. (Max 5 certificates)
8	Submission of timelines on appropriate software	10	10 Points: Requirement to submit timelines/project plan for similar projects costing 38 Million or above using appropriate project management software.
Total Marks		100	
Minimum Passing Marks		75%	
Remarks (Qualified / Disqualified)			

Contractor Signature & Stamp

**BIDDING DATA**

**THIS SECTION SHOULD BE FILED BY DAWOOD UNIVERSITY OF ENGINEERING & TECHNOLOGY M.A JINNAH ROAD KARACHI, BEFORE THE ISSUANCE OF THE BIDDING DOCUMENTS**

i) Name of Procuring Agency	:- DAWOOD UNIVERSITY OF ENGINEERING & TECHNOLOGY M.A JINNAH ROAD KARACHI
ii) Brief Description of Works	:- The Construction Of Auditorium for Dawood University Of Engineering & Technology M.A Jinnah Road Karachi
iii) NIT No:&Date	:-
iv) Procuring Agency Address	:- DAWOOD UNIVERSITY OF ENGINEERING & TECHNOLOGY M.A JINNAH ROAD KARACHI
v) Period of Bid Validity(Days)	:- 90Days
vi) Security Deposit (i/c bid Security)	:- Fixed as mentioned in inviting tenders as per policy of SPPRA.
vii) Dead line for submission of bids along with times	:- Date:- as per NIT mentioned above
viii) Venue Time & Date of Bid Opening	:- DAWOOD UNIVERSITY OF ENGINEERING & TECHNOLOGY M.A JINNAH ROAD KARACHI of Date:- as per NIT mentioned above
ix) Time for completion from written order of commences	:- Three(03)Months
x) Defect Liability Period after completion of Work.	:- Three (03)Months
xi) Deposit Receipt No: date & amount with the Name of Bank	:- No: _____ Dated. <b>2025</b>
xii) CNIC No.	For Rs: _____/-
xiii) NTN No.	_____
xiv) Tender Issued to Mr , M/S	_____

Contractor

**STRUCTIONS TO BIDDERS**

Clause No.	Description	Page No.
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**A. GENERAL**

Contractor Signature & Stamp

IB. 1	Scope of Bid & Source of Funds.....	08
IB. 2	Eligible Bidders.....	08
IB. 3	Cost of Bidding.....	09

## **B. BIDDING DOCUMENTS**

IB. 4	Contents of Bidding Documents.....	09
IB. 5	Clarification of Bidding Documents.....	10
IB. 6	Amendment of Bidding Documents.....	10

## **C. PREPARATION OF BID**

IB. 7	Language of Bid.....	10
IB. 8	Documents Comprising the Bid.....	10
IB. 9	Sufficiency of Bid.....	11
IB. 10	Bid Prices, Currency of Bid & Payment.....	11
IB. 11	Documents Establishing Bidder's Eligibility and Qualifications.....	11
IB. 12	Documents Establishing Works Conformity to Bidding Documents.....	11
IB. 13	Bidding Security.....	12
IB. 14	Validity of Bids, Format, Signing and Submission of Bid.....	12

## **D. SUBMISSION OF BID**

IB. 15	Deadline for Submission, Modification & Withdrawal of Bids.....	13
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## **E. BID OPENING AND EVALUATION**

IB. 16	Bid Opening, Clarification and Evaluation.....	14
IB. 17	Process to be Confidential.....	16

## **F. AWARD OF CONTRACT**

IB. 18	Qualification.....	17
IB. 19	Award Criteria & Procuring Agency's Right.....	17
IB. 20	Notification of Award & Signing of Contract Agreement.....	18
IB. 21	Performance Security.....	18
IB. 22	Integrity Pact.....	18

## **A. GENERAL**

### **IB. 1                    SCOPE OF BID & SOURCE OF FUNDS**

Contractor Signature & Stamp

## **1.1. Scope of Bid**

The Procuring Agency as defined in the Bidding Data wishes to receive Bids for the Works summarized in the Bidding Data **for the Construction Of Auditorium for Dawood University Of Engineering & Technology M.A Jinnah Road Karachi**. Bidders must quote for the complete scope of work. Any Bid covering partial scope of work will be rejected as non-responsive.

## **1.2. Source of Funds**

Funds would be arranged from the recurring/grand in aid budget. The eligible payment under the contract is to be made from recurring/grand in aid budget of **Dawood University Of Engineering & Technology M.A Jinnah Road Karachi**

Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the University OR Government of Sindh, and in the case of a project it will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibits a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government/ Sindh Government, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Procuring agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.

## **IB. 2 ELIGIBLE BIDDERS**

**2.1.** Bidding is open to all firms and people meeting the following requirements:

- I. Bidding is open to all firms registered PEC in category C-4 & above. Other terms and conditions in evaluation criteria.
- II. Bidders must submit a renewed PEC Certificate (valid up to 2026), Income Tax and SRB turnover certificates for 2024–25, and an experience certificate for constructing a Boundary Wall including civil works.
- III. Contractors should provide the documents quoted under and mentioned in the Notice for Invitation of Bids.
  - a. List of works in progress indicating cost of each work and copy of letter of award of work.
  - b. Documentary evidence of work executed/works in progress and certificate of satisfactory completion of work by the employers.
  - c. Undertaking on affidavit that firm is not involved in any litigation or abandoned any work in the Department.
  - d. Undertaking on affidavit to the effect that the firm/contractor has not been blacklisted previously by any executing agency.
  - e. Undertaking on affidavit that all documents/information provided by the contractor/firm are true and correct.

## **IB. 3 COST OF BIDDING**

- 3.1. The bidder shall bear all costs associated with the preparation and submission of its bid through (EPADs) and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25)

## **B. BIDDING DOCUMENTS**

Contractor Signature & Stamp

**IB. 4****CONTENTS OF BIDDING DOCUMENTS**

**4.1.** In addition to the Invitation for Bids, the Bidding Documents are those stated below and should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1. And **SPPRA ACT-2010 amended to date.**

- I.** Instructions to Bidders & Bidding Data
- II.** Form of Bid, Qualification Information & Schedules to Bid comprise on the following:
  - a.** Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - b.** Schedule B: Specific Works Data
  - c.** Schedule C: Works to be Performed by Subcontractors
  - d.** Schedule D: Proposed Program of Works
  - e.** Schedule E: Method of Performing Works
  - f.** Schedule F: Integrity Pact (works costing Rs 10 million and above)
- III.** Conditions of Contract & Contract Data
- IV.** Standard Forms:
  - a.** Form of Bid Security,
  - b.** Form of Performance Security optional.
  - c.** Form of Contract Agreement.
  - d.** Form of Bank Guarantee for Advance Payment optional.
- V.** Specifications
- VI.** Drawings.

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

**IB. 5****CLARIFICATION OF BIDDING DOCUMENTS**

- 5.1.** A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify this Agency at the address indicated in the Bidding Data.
- 5.2.** An interested bidder, who has obtained bidding documents, may request clarification of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

**IB. 6****AMENDMENTS OF BIDDING DOCUMENTS (SPP RULES 22(2) & 22)**

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

**C. PREPARATION OF BIDS**

**IB. 7****LANGUAGE OF BID**

**7.1.** All documents relating to the Bid shall be in the language specified in the Contract Data.

**IB. 8****DOCUMENTS COMPRISING THE BID**

**8.1.** The Bid submitted by the bidder shall comprise the following:

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

**IB. 9****SUFFICIENCY OF BID**

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

**IB. 10 BID PRICES, CURRENCY OF BID AND PAYMENT**

- 10.1.** The bidder shall fill up the Schedule of Prices (Schedule-A to Bid) including the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices and payment shall be made in Pak Rupees.
- 10.2.** Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3.** The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.
- 10.4.** Items for which no rate or price is entered into by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

**IB. 11****DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS (Please See Bidders Mandatory Eligibility Criteria)**

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

**IB. 12****DOCUMENTS ESTABLISHING WORKS' CONFORMITY TO BIDDING DOCUMENTS**

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

#### **IB. 13 BID SECURITY (FIXED AMOUNT AS MENTIONED IN NIT)**

- 13.1. Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security of fixed amount after the latest amendments by SPPRA as mentioned in tender notice in Rupees in the form of Pay Order must be by Scheduled Bank in Pakistan in favor of the Procuring Agency Dawood University of Engineering & Technology M.A Jinnah Road Karachi.
- 13.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement (SPP Rule 37).

#### **13.5 THE BID SECURITY MAY BE FORFEITED:**

- I. if a bidder withdraws his bid during the period of bid validity; or
- II. if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- III. in the case of a successful bidder, if he fails within the specified time limit to:
- IV. Furnish the required Performance Security or
- V. Sign the Contract Agreement.

#### **IB.14 VALIDITY OF BIDS, FORMAT, SIGNING AND SUBMISSION OF BID**

- 14.1. Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2. In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for an additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3. All Schedules to Bid are to be properly completed and signed.
- 14.4. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration is made or if these instructions are not fully complied with, the bid may be rejected.
- 14.5. Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the

signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

**14.7.** The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. Bidder shall indicate their full and proper address, which notices may be legally served in them and which all correspondence in connection with their bids.

## **D. SUBMISSION OF BID**

### **IB. 15 DEADLINE FOR SUBMISSION, MODIFICATION & WITHDRAWAL OF BIDS**

**15.1.** The Bidder shall submit the bid through EPADS on/before the last date and time mentioned for the bid submission. Bids must be received by the Procuring agency through EPADS not later than the time and date specified.

**15.2.** The inner and outer envelopes shall

- I.** Be addressed to the Procuring Agency at the address provided in the Bidding Data.
- II.** Bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- III.** Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
- IV.** In addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
- V.** If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

**15.3.** Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such a bidder.

**15.4.** Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.

**15.5.** Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

## **E. BID OPENING AND EVALUATION**

### **IB.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)**

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening.

The Procuring agency will prepare minutes of the bid opening.

**16.1.** All Contractors/Firms are registered C-4 and above category with PEC are entitled to participated in bidding of the University. The Procuring agency shall open all bids electronically through EPADS, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance. The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may be considered appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

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

**16.1.** To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

**16.2.** (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency/Procurement Committee will determine the substantial responsiveness of each bid to the Bidding Documents. For the purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

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

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

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

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

**16.4.** Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

**(A). MAJOR (MATERIAL) DEVIATIONS INCLUDE: -**

- (i) Has been not properly signed.
- (ii) Is not accompanied by the bid security of required amount and manner.
- (iii) Stipulating price adjustment when fixed price bids were called for.
- (iv) Failing to respond to specifications.
- (v) Failing to comply with mile-stones/critical dates provided in Bidding Documents.
- (vi) Sub-contracting contrary to the Conditions of Contract specified in Bidding Documents.

- (vii) Refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage.
- (viii) Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures.
- (ix) A material deviation or reservation is one:
  - (a) Which affect in any substantial way the scope, quality or performance of the works;
  - (b) Adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**(B)**

**Minor Deviations**

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

**16.7**

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

**Technical Evaluation:** “Who is already enlisted with the University as a Pre-Qualified Contractor or through open bidding process by SPPRA as mentioned invitation of tender.”

**16.8**

**Evaluated Bid Price**

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

- (i) Making any correction for arithmetic errors pursuant to IB.16.4 hereof.
- (ii) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) Excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.
- (iv) Making an appropriate adjustment for any other acceptable variation or deviations.

**16.9**

The estimate effect of the price adjustment provisions of the condition of contract, applied over the period of execution of the contract, shall not be taken into account in Bid evaluation.

**16.10**

If the Bid of successful bidder is seriously unbalanced in relation to the procuring Agency's estimate of the cost of work to be performed under the contract. The procuring Agency may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the procuring Agency is authorized to accept or not accept unbalanced amount against the estimate.

**IB.17**

**Process to be Confidential**

**17.1**

Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all

bidders will include table(s) comprising read out prices discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.

**17.2** Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressed Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

**17.3** Bidders may be excluded if involved in “Corrupt and Fraudulent Practices” means either one or any combination of the practices given below SPP Rule2(q);

- (i) “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) “Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, indirectly or directly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

## **F. AWARD OF CONTRACT**

### **IB. 18. Post Qualification**

**18.1** The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to

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provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

#### **IB. 19 Award Criteria & Procuring Agency's Right**

**19.1** Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

**19.2** Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

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

**20.1** Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

**20.2** **Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.**

**20.3** The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of **0.35%** of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### **IB. 21 Performance Security (optional)**

**21.1** The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance (SPP 39).

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

**21.3** Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:

- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

**IB. 22****Integrity Pact**

The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

**BIDDING DATA****Instructions of Bidders**

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**Clause Reference**

1.1 Name of Procuring Agency

**Dawood University of Engineering & Technology M.A  
Jinnah Road Karachi**

Brief Description of Work

**The Construction Of Auditorium For Dawood  
University of Engineering & Technology M.A Jinnah  
Road Karachi**

5.1 (a) Procuring Agency's address

**Office of the Procurement Officer @ Accounts Dept,  
Dawood University of Engineering & Technology New  
M.A Jinnah Road Karachi**

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

11.2 The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows:

I. Single Stage two envelope procedure as SPPRA for all firms registered Category C-4 &amp; above with PEC and

Other terms conditions mentioned Bidding documents:

ii. Technical capacity:

iii. Construction Capacity:

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

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

13.1 Amount of Bid Security

**Fixed as SPPRA Policy as mentioned in Invitation of Bid / Tender Notice.**

14.1 Period of Bid Validity

**90 Days**

14.4 Number of Copies of the Bid to be submitted:

**Through SPPRA EPADS PORTAL ONLINE and ONE Advance copy to Convenor Procurement Committee/Procurement Officer DUET New M.A Jinnah Campus Karachi.**

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

**Office of the Director ICT / Convenor Procurement Committee, ICT Department, 2<sup>nd</sup> Floor, Dawood University of Engineering & Technology M.A Jinnah Road Karachi**

15.1 Deadline for Submission of Bids

**03:00 PM (the bid and bid security received after 03:00 pm shall not be accepted, all interested bidders are requested to submit Original Pay Order of Bid Security and Tender Fee (Non-Refundable) with in time as per NIT).**

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16.1      Venue, Time, and Date of Bid Opening      **Office of the Director ICT, CONVENOR  
PROCUREMENT COMMITTEE, Dawood  
University of Engineering & Technology M.A Jinnah  
Road Karachi**  
**Time 03:30 pm**  
**Date 05-01-2026**

16.4      Responsiveness of Bids

(i) Bid is valid till required period, 90 days. Due to any reason if bid could not finalized with in 90 Days then Procuring Agency will ask bidders to extend their bid validity period under the relevant provision of SPP rules 2010 (amended)

(ii) Bid prices are firm during currency of contract/Price adjustment;

(a) **Fixed Price contract:** Sealed item rate tenders and In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.

iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.

v) Bid does not deviate from basic technical requirements and

vi) Bids are generally in order, etc.

### **FORM OF BID**

Bid Reference No. : - No: \_\_\_\_\_ of Dated

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### Name of Work

**:- The Construction Of Auditorium For Dawood University of Engineering & Technology M.A Jinnah Road Karachi at Faculty of I&CS, Gulberg-Site, FB Area, Karachi**

To,

Procurement Officer  
**Dawood University of Engineering & Technology M.A Jinnah Road Karachi**

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. **Not** for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address **M/S** \_\_\_\_\_

\_\_\_\_\_. and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs. \_\_\_\_\_/- (RUPEES

) or such other sum as may be ascertained in accordance with the said Documents.

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

3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs. \_\_\_\_\_/- (RUPEES \_\_\_\_\_) drawn in your favour or made payable to you and valid for a period of Ninety (90) days beyond the period of validity of Bid. No. \_\_\_\_\_.  
Dated. \_\_\_\_\_  
Bank Name & Address. \_\_\_\_\_.

4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

5. We agree to abide by this Bid for the period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

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

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of 2026.

Signature

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**Contractor Signature & Stamp**

CONTRACTOR

(Seal)

Address

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Witness:

(Signature) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

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

**SCHEDULE – A TO BID**

**BILL OF QUANTITIES/SCHEDULE OF REQUIREMENTS**

S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
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S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>(CIVIL WORKS)</b>				
	<b>Schedule Item</b>				
1	<b>Excavation</b> Excavation in foundation of Building Bridges and other structures including dag belling dressing, refilling around structure with excavated earth Watering and ramming lead upto 5ft., lead upto one chain (30metre) and lift upto 5 ft. (1.5 metre). (c) In hard soil or soft murum. <b>(S.I No: 18(c), Page No: 17)</b>	720.00	Per Cft	11.88	8553.60
2	Filling, watering and ramming earth in under floors with surplus earth from foundation etc. lead upto one chain and lift upto 5 feet with Surplus earth from foundation etc. <b>(S.I No: 21, Page No: 17)</b>	720.00	Per Cft	6.50	4680.00
3	<b>Cement concrete plain(1:4:8)</b> Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering). (I) Ratio. 1:4:8 <b>(S.I No: 4, Page No: 25)</b>	180.00	Per Cft	348.83	62789.40
4	<b>Cement concrete plain(1:2:4) 2"</b> Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing at stone aggregate without shuttering). (f) Ratio. 1:2:4 <b>(S.I No: 4, Page No: 25)</b>	670.00	Per Cft	443.54	297171.80
5	<b>Cement concrete</b> Reinforced cement concrete work 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, centering, shuttering and curing.(including screening and washing of shingle.) a) R.C.C work in roof slab, beams, column rafts, lintel sand other structural members laid in situ or precast laid in position complete in all respects. (i) Ratio 1:2:4 90Lbs of cement, 2Cft sand and 4 Cft shingle 1/8" to 3/4" gauge. <b>(S.I No: 6(a), Page No: 25)</b>	4117.00	Per Cft	717.59	2954318.03
II	R.C.C (1:1-1/2:3) 4000 psi cylindrical ii) First Floor Columns <b>Item 6(a)(II)+6(d), Page-25</b>	350.00	Per Cft	837.62	293167.00
6	<b>Block masonry</b> Providing and laying 1:3:6 cement concrete solid block masonry wall 6" and below in thickness setin 1:6 cement mortar in ground floor Super Structure including raking out joints & curring etc, complete. <b>(S.I No: 24, Page No: 27)</b>	1273.00	Per Cft.	514.82	655365.86
7	<b>Cement plaster</b> Cement plaster 1:4 upto 12' height. (c) 3/4" thick. <b>(S.I No: 11, Page No: 52)</b>	10810.00	Per Sft	53.82	581794.20
8	<b>Marble Flooring</b> Laying Super Botisina, Crème, Badal or Black Marble 12"x12" /12"x24" fine dressed on the surface with out winding setin lime mortar 1:2 including rubbing and polishing of the joints. <b>(S.I No: 28(V) , Page No: 46)</b>				
	(a) 3/4" thick marble	3536.00	P.Sft	337.90	1194814.40

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S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
9	P/F 3/8" thick Marble Tiles of Approved Quality & Colour & Shade size 8"x4" or 6"x4" in dado Skirting & facing removal tucking of existing plaster surface etc. over 1/2" thick base of cement mortar 1:3 setting of tile in slurry of white cement over motor base I/c filling & joints & washing the tile with white cement slurry current finishing cleaning & polishing etc, complete (New Work) <b>(S.I No: 61 , Page No: 49)</b>	234.00	P.Sft	247.28	57863.52
10	<b>Topping</b> Providing and laying 1" thick topping of cement concrete(1:2:4) including Surface finishing and dividing into panels: d.) 3" thick <b>(S.I No: 16, Page No: 45)</b>	4017.00	P.Sft	145.00	582465.00
11	<b>Weather coat</b> Preparing the surface and painting with weather coat I/c rubbing the surface with rubbing brick/sand Paper, filling the voids with chalk/plaster of Paris and then painting with weather coat of approved make. 3 Coat <b>(S.I No: 38(a+b), Page No: 54)</b>	9856.00	Per Sft	86.58	853332.48
12	<b>Fabrication</b> Fabrication of deformed steel reinforcement for cement concrete including cutting, bending, laying in position, making joint and fastenings including cost of binding wire (also includes removal of rust from bars.) (a) Deformed bar i) Grade-60 <b>(S.I No: 08, Page No: 26)</b>	348.97	Cwt	18934.02	6607404.96
13	<b>Deodar wood Doors 1 3/4" THICK</b> First Class deodar wood wrought joinery in doors and windows etc . panelled or panelled or glazed or fully glazed fixed in position including chowkhat , hold fast, hinges, tower bolt rubber stop cleats /GI clamp, handles and chord with hooks etc. complete (excluding sliding bolts or lock).      Doors <b>Item 7-i (a) Page-56</b>	70.00	Per Sft	3130.83	219158.10
14	<b>DOOR LOCKS</b> P/F approved quality of mortice lock. <b>Item 118 Page-87</b>	2.00	Each	2049.84	4099.68
15	<b>ACOUSTIC CEILING</b> Supply and installation of mineral fiber acoustic ceiling (non-directional) perforated pattern size 2'-0"x2-0"x1/2" thick and imported Aluminum trussed section in natural anodized finish 10 -12 microns coating comprising of main tee runner and edge trim .Suspension shall be made by means of adjustable suspender of 8SW Galvanized steel wire and cadmium plated spring clip supported at 4'-0" center to center ,suspender shall be fixed to slab beam soffits with nylon anchor 1-1/2 No. 12 round headed steel screws and washer. <b>Item 105, Page-86</b>	3398.00	Per Sft	318.69	1082908.62
16	<b>WALL PANELING</b> Supply & fixing wall panels fiber sheet of good quality i/c transporting charges making with aluminum patti of best quality complete in all respects as desired. <b>Item 105, Page-86</b>	2984.00	Per Sft	315.13	940347.92

S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
17	<b>ENAMAL PAINT</b> Preparing the surface and painting doors, window & frames any type (Including edges) complete as per instruction of Engineer Incharge. <b>Chapter-11, item-5 c (i)(ii), Page-63</b>	175.00	Per Sft	25.52	4466.00
18	<b>G.I frames/Choukhats</b> Providing and fixing G.I frames/Choukhats of size 7"x2" or 41/2"x3" for door using 20 gauge G.I sheet I/c welded hinges and fixing at site with necessary hold fasts filling with cement sand slurry of ratio 1:6 and repairing the jambs. The cost also includes carriage, tools and plants used in making and fixing. (S.I No: 29, Page No: 76)	36.00	P.Rft.	690.67	24864.12
	<b>Total Amount of Schedule Civil Works =</b>				
	<b>Premium Quoted in % (above/below)</b>				
	<b>Schedule items -Total Amount</b>				
<b>Non-Schedule</b>					
19	<b>Hy-Grip Bitumenous-Water Proofing Membrane</b> Providing, placing & overlapping Hy-Grip Bitumenous-Water Proofing Membrane 4 mm thick over entire roof area including dome surface area with surface preparation, primer coat, overlapping, straightening, cutting & fixing with gas heater complete in all respects.	4017	Per Sft.		
20	<b>MARBLE PATTI</b> Providing & fixing marble patti 3/8" thick & 4' long with cement sand mortar required slope complete in all respects.	2704	Per Rft.		
21	<b>Rain water spout</b> Providing and fixing rain water spout approximate 4 feet PVC pipe at any height including all material and labour charges etc complete in all respects	6.00	Nos.		
22	Making of main holes of internal size 2.5'x2.5' including all materials, excavation, plaster etc complete in all respects.	3.00	Each		
23	Providing and fixing RCC main hole cover 2" thick 3.5'x3.5' Approved quality	3.00	Per Sft.		
24	Providing, fabricating, transporting, hoisting, placing and fixing in position brass sheet cladding of 20 SWG (0.036 inch thick) to the external top surface of the auditorium dome, including pre-fabrication as per drawings, preparation of finished concrete surface, approved method of fixing, cleaning, polishing and finishing in accordance with standard brass finishing and polishing specifications to ensure long-lasting shine. Complete in all respects and as directed by the Engineer.	1080	sft		
	<b>Total Amount of Non-Schedule Civil Works =</b>				
	<b>Total Amount of Civil Works (Schedule + Non-Schedule Items) Inclusive of Govt. Applicable Taxes =</b>				

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S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<b>ELECTRIC WORK</b>					
<b>Schedule Item</b>					
1	Wiring for light or fan point with 3/029 PVC insulated wire in 20mm (3/4") channel patti on surface as required <b>(S.I No: 107, Page No: 236)</b>	120.00	Per Point.	5958.53	715023.60
2	Providing & laying (Main or Sub Main) PVC insulated with size 2-7/029 copper conductor in 3/4" Dia PVC conduit recessed in the wall or column as required. <b>(S.I No: 10, Page No: 228)</b>	100.00	Per Rft.	400.92	40092.00
3	Providing & laying (Main or Sub Main) PVC insulated with size 2-7/036 copper conductor in 3/4" Dia PVC conduit recessed in the wall or column as required.. <b>(S.I No: 11, Page No: 229)</b>	1920.00	Per Rft.	506.75	972960.00
4	Providing & laying (Main or Sub Main) PVC insulated with size 2-7/044(6mm2) copper conductor in 1" Dia PVC conduit on surface. <b>(S.I No: 05, Page No: 228)</b>	1280.00	Per Rft.	671.52	859545.60
5	Providing & laying (MAIN or SUB MAIN) PVC Sheeted with two core copper conductor 300/500 volts size 10mm2 <b>(S.I No: 47, Page No: 232)</b>	180.00	Per Rft.	601.80	108324.00
6	Providing & laying (MAIN or SUB MAIN) PVC insulated & PVC sheeted with 4 core copper conductor 600/1000 volts size 16mm2 <b>(S.I No: 80, Page No: 234)</b>	140.00	Per Rft.	1937.18	271205.20
7	Providing & laying (MAIN or SUB MAIN) PVC insulated & PVC sheeted with 4 core copper conductor 600/1000 volts size 35mm2 <b>(S.I No: 82, Page No: 234)</b>	360.00	Per Rft.	3241.44	1166918.40
8	Providing & fixing circuit breaker 6, 10 , 15, 20,30,40,50&63 SP (TB-5S)on prepared board as required <b>(S.I No: 178, Page No: 243)</b>	24.00	Per No.	2504.12	60098.88
9	Providing & fixing circuit breaker 6, 10 , 15, 20,30,40,50 & 63 DP (TB-5S)on prepared board as required <b>(S.I No: 179, Page No: 243)</b>	8.00	Per No.	5528.57	44228.56
10	Providing & fixing circuit breaker 15,20,30 , 40, 50, 60,75 & <b>100amp</b> TP (XS-100NS) on prepared board as required <b>(S.I No: 179, Page No: 243)</b>	2.00	Per No.	28736.16	57472.32
11	Providing & fixing circuit breaker 125,150,200,&225amp TP(XS-225NS) on prepared board as required <b>(S.I No: 182, Page No: 243)</b>	2.00	Per No.	43010.16	86020.32
12	Providing UPVC. pipes specials and clamps etc. including fixing cutting and fittings complete with and including the cost of breaking through walls and roof making good etc. with pigment to match the colour of the building and testing with water to a pressure bead of 200 feet and handling. (vi) 6 "dia UPVC Pipe (SDR SERIES) <b>(S.I No: 2(vi), Page No: 193)</b>	360.00	Per Rft.	950.38	342136.80
	<b>Total Amount Schedule Items Electric work=</b>				<b>4724025.68</b>
	<b>Premium quoted in % (Above / Below)</b>				
	<b>Total Amount Schedule Items Electric work=</b>				

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S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
13	Providing & fixing distribution board 18 gauge accommodate the main or sub mains,circuit breaker connecting strip,double shutter painting with enamel paint etc complet in all respects as directed by engineer incharge.	15.00	Per Sft.		
14	Providing & fixing Phase indication colour lamp with volt meter fit in panel board with 3/0.29 wiring etc.complet in all respects as directed by the engineer incharge.	6.00	Per No.		
15	CT 300/5AMP	6	Per No.		
16	Digital Multimeter	2	Per No.		
17	Providing & fixing busbar fit in panel board including nut bolt etc.complet in all respects as directed by the engineer incharge. Bus Bar Arrangement Phase 1(3x5x50)mm Neutral 1(1x5x25)mm Earth 1x5x25 mm	1	L/S		
18	Providing and making Earthing pit with 20 ft bore including 25 mm dia Earthing Rod including earthing material, air pipe, PVC pipe for water and bus bar stips and single core 16 sq.mm cable from Earthing pit to Main Panel Eathing Bus Bar Stip	1	Job		
19	Providing & fixing gang switches sheet 8 holes with switch,socket and box (Orange) on surface or Recessed as per direction by engineer	16.00	Per No.		
20	Providing & fixing Single multi switch, socket and box on surface or Recessed as per direction by engineer (Orange, Clipsal or Equivalent approved quality)	44.00	Per No.		
21	Providing and fixing pvc pipe 1-1/2" dia for covering 16mm to 35mm 4 core wire (main or sub Main ) including Brass clips approved quality etc complete in all respects as directed by the engineer incharge.	140.00	Per Rft.		
22	Providing & fixing False ceiling fans(18") 24"x24"Voldam, Pak or equivalent. (approved quality)	18.00	Per No.		
23	Providing and fixing False Ceiling lights2' x 2'. Factor,Aqua or Equivalent approved quality)	28.00	Per No.		
24	<b>Light Fixtures with details as under :</b>				
a	Cost and installation for Supply of LED Ceiling downlight 12 Watt Frosted in Warm White Colour, NDILARK, PHILPS, OSRAM	39	No		
b	Supply and installation of 8 Watt LED Lamp make NDILARK, PHILPS, OSRAM or as approved by consultant	20	No		
c	Exit Emergency light fixtures, 1x8 W, with Battery Backup as per consultant approval.,	2	No		
d	Bulk head lighting fixtures, with 23W Led Lamp, mounted on wall PHILPS, OSRAM or as approved by consultant	2	No		

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S.NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
25	<b>SPLIT A.C UNITS.</b>				
a	Supply Installation wall mounted Split unit 2 Ton AC inverter type heat & cool system complete indoor outdoor units with copper pipes insulations & drain pvc pipes , complete with all respect.	8.00	No		
b	Providing & installation 2Nos copper pipe 22 gauge for ac with aero flex , Raping Tap,control wire 110x76 etc complete in all respect	50.00	Per Rft.		
<b>Total Amount Non-Schedule Items=</b>					
<b>Total Amount of Electric Works (Schedule + Non-Schedule Items) Incl. of Govt. Applicable Taxes =</b>					

Amount in Words: \_\_\_\_\_

\_\_\_\_\_

## BILL OF QUANTITIES/ SCHEDULE OF REQUIREMENTS

S. No.	Description of Item	Qty	Unit	Unit Rate (Rs.)	Amount (Rs.)
<b>Furniture Work</b>					
<b>Item- 01</b>	<b><u>SYNTHETIC CARPET</u></b>  Providing and fixing best quality Royal Blue and Maroon Color synthetic carpet as per approved sample complete.	<b>Per Sft</b>	<b>3540.00</b>		
<b>Item- 02</b>	<b><u>AUDITORIUM FOLDING CHAIRS</u></b>  Providing and fixing in position Auditorium Folding chairs of Royal Blue color as per approved sample complete .	<b>Each</b>	<b>300.00</b>		
<b>Item- 03</b>	<b><u>SITTING CHAIRS</u></b>  Supply of sitting chairs best quality as per approved color and sample.	<b>Each</b>	<b>15.00</b>		
<b>Item- 04</b>	<b><u>CENTRE TABLE</u></b>  Supply of center table single piece best quality as per approved sample complete.	<b>Each</b>	<b>4.00</b>		
	<b>Total Amount In Rs. Incl. of Govt. Applicable Taxes</b>				

**General Abstract**

S.NO	Description	Total Amount (Rs.)
A	<b>Civil Works</b>	
B	<b>Electrical Works</b>	
C	<b>Furniture</b>	
<b>Total Amount Inclusive of Govt. Applicable Taxes</b>		

Amount in Rupees: \_\_\_\_\_

**NOTE:**

- The quantity could be reviewed as per requirement.
- Quoted Amount should be inclusive of all applicable taxes.
- Bidder must quote all the items in BOQ.

CONTRACTOR

Dawood University of Engineering &  
Technology M.A Jinnah Road  
Karachi

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**MEASUREMENT SHEET**

**Project: AUDITORIUM DAWOOD UNIVERSITY KARACHI SINDH**

**Code: PR 1362**

S.No	Item Description	Unit	No	MEASUREMENT			Quantity	Remarks
				Length	Width	Depth		
<b>1</b>	<b>COLUMNS R.C.C (1:1 1/2:3)</b>							
	Columns C4	Cft	4	1.00	1.50	12.50	75	
	Columns C5	Cft	2	1.00	2.00	12.50	50	
	Columns C6, C6a	Cft	6	1.50	2.00	12.50	225	
	<b>Total</b>						<b>350</b>	
<b>2</b>	<b>BEAMS &amp; RIBS R.C.C (1:2:4)</b>							
<b>a</b>	Roof wall beams long BR-1	Cft	2	100.00	0.75	2.08	312	
	Roof wall beams short BR-2	Cft	2	34.50	0.75	2.08	108	
	Roof beams BR-3, 3a	Cft	6	34.50	1.00	2.08	431	
	Roof beams BR-4	Cft	6	11.63	1.00	2.08	145	
	Roof beams BR-3b	Cft	2	3.75	1.00	2.08	16	
	Roof beams BR-3c	Cft	2	4.625	1.00	2.08	19	
	Roof dome ring beams BR-3d	Cft	4	17.75	1.00	2.08	148	
	<b>Total</b>						<b>1179</b>	
<b>b</b>	Seat beams RB-1	Cft	3	22.50	1.50	1.50	152	
	Seat Ribs RB-1	Cft	7	36.00	0.75	1.00	189	
	Seat slab	Cft	7	36.00	2.25	0.50	284	
	Bottom solid Step-1	Cft	1	36.00	3.75	0.50	68	
	<b>Total</b>						<b>693</b>	
<b>c</b>	<b>Lintels</b>	Cft	2	6.00	0.75	0.75	7	
	<b>Total</b>						<b>7</b>	
<b>3</b>	<b>ROOF SLAB R.C.C (1:2:4)</b>							
	Roof slab	Cft	1	104.00	40.00	0.42	1747	
	Deduct slab	Cft	1	Area	443.00	0.42	186	
	<b>Total</b>						<b>1561</b>	
<b>3a</b>	<b>ROOF DOME SLAB R.C.C (1:2:4)</b>							
	Roof dome slab	Cft	1	Area	1062.00	0.30	319	
	<b>Total</b>						<b>319</b>	
<b>4</b>	<b>PARAPET R.C.C (1:2:4)</b>							
	Roof long side	Cft	2	104.00	0.50	2.50	260	
	Roof short side	Cft	2	39.00	0.50	2.50	98	
	<b>Total</b>						<b>358</b>	
<b>5</b>	<b>SOLID BLOCK 5" THICK CM (1:4)</b>							
	Walls long	Cft	8	23.00	0.42	12.50	966	
	Walls Short	Cft	4	16.00	0.42	12.50	336	
	Deduct Doors	Cft	2	5.00	0.42	7.00	29	
	<b>Total</b>						<b>1273</b>	
<b>6</b>	<b>INTERNAL PLASTER 1/2" THICK IN CM (1:4)</b>							
	Internal long walls	Sft	2	98.50		12.50	2463	
	Internal short walls	Sft	2	34.50		12.50	863	
	Seat step top	Sft	8	34.50	3.50		966	
	Seat step bottom	Sft	8	34.50	3.50		966	
	Seat beam bottom & sides	Sft	3	22.50	4.50		304	
	<b>Total</b>						<b>5562</b>	
<b>7</b>	<b>FLOORING P.C.C (1:2:4) 2" THICK</b>							
	Hall	Cft	1	98.50	34.50	0.167	568	
	<b>Total</b>						<b>568</b>	

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<b>8</b>	<b>EXTERNAL PLASTER 1/2" THICK IN CM (1:4)</b>						
	<b>External</b>						
	First floor long walls	Sft	2	100.00		12.50	2500
	First floor short walls	Sft	2	36.00		12.50	900
	Roof Parapet						
	Long side	Sft	2	104.00		3.50	728
	Short side	Sft	4	40.00		3.50	560
	Shade long	Sft	2	104.00	2.00		416
	Shade short	Sft	2	36.00	2.00		144
	<b>Total</b>						<b>5248</b>
<b>9</b>	<b>MARBLE FLOORING</b>						
	Main hall	Sft	1	98.50	34.50		3398
	Steps Risers	Sft	8	34.50		0.50	138
	<b>Total</b>						<b>3536</b>
<b>10</b>	<b>MARBLE SKIRTING</b>						
	Hall long walls	Sft	2	98.50		0.50	99
	Hall short walls	Sft	2	34.50		0.50	35
	Stage wall	Sft	1	40.00		2.50	100
	<b>Total</b>						<b>234</b>
<b>11</b>	<b>ROOF FINISHES</b>						
	Bitumen 2 coats	Sft	1	103.00	39.00		4017
	Thermopore Sheet	Sft	1	103.00	39.00		4017
	Polythene sheet	Sft	1	103.00	39.00		4017
	Mud 3" thick	Sft	1	103.00	39.00		4017
	Screeding 2" thick	Sft	1	103.00	39.00		4017
	Marble Strip size 1 1/2" x 3/8"						
	Short sides	Rft	35	39.00			1365
	Long sides	Rft	13	103.00			1339
							<b>2704</b>
<b>12</b>	<b>SOLID WOODEN DOORS</b>						
	Doors	Sft	2	5.00		7.00	70
	<b>Total</b>						<b>70</b>
<b>13</b>	<b>DAMPA FALSE CEILING 2'X2'</b>						
	Hall	Sft	1	98.50	34.50		3398
	<b>Total</b>						<b>3398</b>
<b>14</b>	<b>WALL PANELING</b>						
	Wall Long front	Sft	2	73.00		12.50	1825
	Wall Long steps	Sft	2	24.00		10.50	504
	Short front steps	Sft	1	34.50		10.50	362
	Short rear steps	Sft	1	34.50		8.50	293
	<b>Total</b>						<b>2984</b>
<b>15</b>	<b>EXTERNAL WEATHER SHEILD</b>						
	Long walls	Sft	2	100.00		25.00	5000
	Short walls	Sft	2	36.00		25.00	1800
	Shade long side bottom	Sft	2	104.00	2.00		416
	Shade short side bottom	Sft	2	36.00	2.00		144
	Roof parapet sides long	Sft	4	104.00		6.00	2496
	Roof parapet sides short	Sft	4	40.00		6.00	960
	<b>Total</b>						<b>9856</b>
<b>16</b>	<b>EXTERNAL G.I RAIN WATER PIPE 3" DIA</b>						
	Rain water pipe 3" Dia	Rft	2	28.00			56
	<b>Total</b>						<b>56</b>
<b>17</b>	<b>ENAMAL PAINT</b>						
	Doors	Sft	5	5.00		7.00	175
	<b>Total</b>						<b>175</b>

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18 FURNITURE ITEMS						
	Synthetic carpet	Sft		Area	3540.00	
	Auditorium folding chairs	Each	300			300
	sitting Chairs	Each	15			15
	Center Table	Each	4			4
	Digital smart podium with	Each	1			1

## SUMMARY OF STEEL

Project : AUDITORIUM

Code: PR-1362

S.NO	DESCRIPTION	UNIT	QUANTITY	AVG	Kg/Cft	GRD-40	GRD-60	Cwt
1	<b><u>COLUMNS</u></b>							
	Grade-60	kg	350	@	7.5	-	2,625	
2	<b><u>BEAMS</u></b>							
	Grade-60	kg	1,179	@	6	-	7,074	
3	<b><u>SLABS</u></b>							
	Grade-60	kg	1,561	@	2.5	-	3,903	
3a	<b><u>DOME SLABS</u></b>							
	Grade-60	kg	319	@	2.5	-	798	
4	<b><u>LINTELS</u></b>							
	Grade-60	kg	7	@	3	-	21	
5	<b><u>R.C.C Walls Seat</u></b>							
	Grade-60	kg	693	@	4	-	2,772.00	
6	<b><u>PARAPET</u></b>							
	Grade-60	kg	358	@	1.5	-	537.00	
	<b>Total Steel Grade - 60</b>						17729.00	348.976

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DUET, KUH



## **SPECIFIC WORKS DATA**

### **SCHEDULE – C TO BID**

#### **WORKS TO BE PERFORMED BY SUBCONTRACTORS**

Not applicable,  
The bidder will do all work with his own forces.

### **SCHEDULE – D TO BID**

#### **PROPOSED PROGRAMME OF WORKS**

Bidder shall provide a program in a **Bar-Chart** or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The firm shall submit detailed project timelines, clearly indicating task dependencies, using Microsoft Project or equivalent project management software. The program should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

(Attach Separate Sheet)

## SCHEDULE – E TO BID

### **METHOD OF PERFORMING WORKS**

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

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

## SCHEDULE – E TO BID

### **(INTEGRITY PACT)**

#### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS**

**(FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)**

Contract No. ....

Contract Value: Rs.

Contract Title:

[Name of Contractor] 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.

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[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 Contractor] 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.

**Procuring Agency**

**Contractor**

## CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

#### CONDITIONS OF CONTRACT

<b>Clause No.</b>	<b>Description</b>	<b>Page No.</b>
1.	General Provisions	44
2.	The Procuring Agency	46
3.	Engineer's/Procuring Agency's Representatives	46
4.	The Contractor	47
5.	Design by Contractor	47
6.	Procuring Agency's Risks	48
7.	Time for Completion	49
8.	Taking Over	49
9.	Remedying Defects	50
10.	Variations and Claims	50
11.	Contract Price and Payment	51
12.	Default	53
13.	Risks and Responsibilities	54
14.	Insurance	54
15.	Resolution of Disputes	55
16.	Integrity Pact	56

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

##### **The Contract**

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

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

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

##### **Persons**

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

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

1.1.6 **“Party”** means either the Procuring Agency or the Contractor.

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

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

1.1.8 **“Day”** means a calendar day

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

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

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

##### **Other Definitions**

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

1.1.12 “Country” means the Islamic Republic of Pakistan.

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

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

1.1.15 “**Materials**” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.

1.1.16 “**Plant**” means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 “**Site**” means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 “**Variation**” means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.

1.1.19 “**Works**” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.

1.1.20 “**Engineer**” means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

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

## **1.3 Priority of Documents**

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

## **1.4 Law**

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

## **1.5 Communications**

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

## **1.6 Statutory Obligations**

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

# **2. THE PROCURING AGENCY**

## **2.1 Provision of Site**

The Procuring Agency shall provide the site and right of access thereto at the times stated in the Contract Data.

**Site Investigation Reports** are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

## **2.2 Permits etc.**

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

## **2.3 Engineer's/Procuring Agency's Instructions**

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

## **2.4 Approvals**

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

# **3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES**

## **3.1 Authorized Person**

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

## **3.2 Engineer's/Procuring Agency's Representative**

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

# **4. THE CONTRACTOR**

## **4.1 General Obligations**

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

## **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Procuring Agency for such appointment which consent shall not be withheld without plausible reason(s) by the Procuring Agency. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Procuring Agency as aforesaid.

## **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the consent of the Procuring Agency.

## **4.4 Performance Security**

The Contractor shall furnish to the Procuring Agency within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Payee's order/Bank Draft or Bank Guarantee from scheduled bank for the amount and validity specified in Contract Data.

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

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

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

### **5.2 Responsibility for Design**

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

## **6. PROCURING AGENCY'S RISKS**

### **6.1 The Procuring Agency's Risks**

The Procuring Agency's Risks are:-

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) Use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;

- g) Late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

## 7. TIME FOR COMPLETION

### 7.1 Execution of the Works

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

### 7.2 Programme

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

### 7.3 Extension of Time

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

### 7.4 Late Completion

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

## 8. TAKING-OVER

### 8.1 Completion

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

### 8.2 Taking-Over Notice

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Procuring Agency/Engineer shall either takeover the completed works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the works. While issuing the Certificate of Completion as aforesaid, the

Procuring Agency/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenances Period.

## **9. REMEDYING DEFECTS**

### **9.1 Remedying Defects**

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

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

### **9.2 Uncovering and Testing**

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

## **10. VARIATIONS AND CLAIMS**

### **10.1 Right to Vary**

The Procuring Agency/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Procuring Agency/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Procuring Agency/Engineer in writing and if the same are not refuted/denied by the Procuring Agency/Engineer within ten (10) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

### **10.2 Valuation of Variations**

Variations shall be valued as follows:

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

### **10.3 Changes in the Quantities.**

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change

exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.

- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

#### **10.4**

#### **Early Warning**

The Contractor shall notify the Engineer/Procuring Agency in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, **No will be made.**

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

#### **10.5**

#### **Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall not be entitled to the amount of such Cost. If as a result of any Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a no Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency.

#### **10.6**

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

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

### **11.**

### **CONTRACT PRICE AND PAYMENT**

#### **11.1**

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

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring.

Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60 days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor; the payment shall be made to contractor subject to availability of funds.

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

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

#### **11.2**

#### **Monthly Statements**

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

- a) The value of the Works executed less to the cumulative amount paid previously; and

b) Value of secured advance on the materials and valuation of variations (if any).

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

**Note (Payment would be subject to the provision of funds)**

**11.3**

### **Interim Payments**

Within a period not exceeding seven (07) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30/60) days from the said date of submission by the Contractor, the Procuring Agency shall pay to the Contractor the sum subject to adjustment for deduction of the advance payments and retention money.

**Note (Payment would be subject to the provision of funds)**

**11.4**

### **Retention**

Retention money to be deducted from each bill is typically 10% of the gross bill amount. This retention money acts as a performance guarantee and is usually released after the completion of the project and the expiry of the defect liability or maintenance period, subject to satisfactory performance. &

Retention money shall be paid by the Procuring Agency to the Contractor within Ninety (90) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

**11.5**

### **Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Project Engineer to verify and the Assistant Executive Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Procuring Agency together with any documentation reasonably required to enable the Procuring Agency to ascertain the final contract value.

On availability of funds receipt of the verified final account from the Project Engineer, the Procuring Agency shall pay to the Contractor any amount due to the Contractor. While making such payment the Procuring Agency may, for reasons to be given to the Contractor in writing, withheld any part or parts of the verified amount.

**11.6**

### **Currency**

Payment shall be in the currency Pak Rupees.

**12.**

## **DEFAULT**

**12.1**

### **Defaults by Contractor**

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

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

## 12.2

### Insolvency

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

## 12.3

### Payment upon Termination

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

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

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

## 13.

### RISKS AND RESPONSIBILITIES

#### 13.1

#### Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2.

Responsibility shall then pass to the Procuring Agency. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

#### 13.2

#### Force Majeure

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

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

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

- a) Any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) The cost of his demobilization, and
- c) Less any sums to which the Procuring Agency is entitled.

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

## **14. INSURANCE**

### **14.1 Arrangements**

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

### **14.2 Default**

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

## **15. RESOLUTION OF DISPUTES**

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

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

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

### **15.2 Notice of Dissatisfaction**

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

If a contractor is dissatisfied with the decision of the Engineer or the department or decision is not given in time then he can approach Superintending Engineer within 14 days, in case of dissatisfaction with decision of Superintending Engineer or not decided within 28 days, then arbitration process would be adopted as per clause 15.3.

### **15.3 Arbitration**

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

## **16. INTEGRITY PACT**

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

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

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

## CONTRACT DATA

### Sub-Clauses of Conditions of Contract

1.1.3	Procuring Agency's Drawings, if any	Can be seen in the office of the Procurement Officer, Dawood University of Engineering & Technology M.A Jinnah Road Karachi
1.1.4	The Procuring Agency means	Dawood University of Engineering & Technology (DUET), Karachi
1.1.5	The Contractor means	<b>Bidder</b>
1.1.7	Commencement Date	Will be started within Seven (07) days after signing of the Contract Agreement.
1.1.9	Time for Completion	03 Months
1.1.20	Engineer (mention the name along with the designation including whether he belongs to department or consultant) and other details	<b>W&amp;S, Departement</b> Dawood University of Engineering & Technology M.A Jinnah Road Karachi
1.3	Documents forming the Contract listed in the order of priority:	
	(a) The Contract Agreement (b) Letter of Acceptance (c) The completed Form of Bid (d) Contract Data (e) Conditions of Contract (f) The completed Schedules to Bid including Schedule of Prices (g) The Drawings (h) The Specifications	
2.1	Provision of Site:	<b>On the Commencement Date</b>
3.1	Authorized person:	<b>Procurement Officer</b> Dawood University of Engineering & Technology M.A Jinnah Road Karachi
3.2	Name and address of Engineer's/ Procuring Agency's representative	----
4.4	Performance Security Amount Validity	<b>10% of Bid</b> <b>(Valid up to the end of the project under the provisions of SPP Rules) (optional)</b>
5.1	Requirements for Contractor's design (if any):	Specification Clause No's _____
7.2	Form of Programmed:	<b>Bar Chart identifying the critical activities.</b>
7.4	Amount payable due to failure to complete shall be 0.5% per day upto a maximum of 10%) of sum stated in the Letter of Acceptance.	

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

9.1 Period for remedying defects

10.2 (e) Variation procedures: ----

**11.1 Terms of Payments**

**a) Mobilization Advance**

**(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:**

- (i) on submission by the Contractor of a Mobilization Advance Guarantee for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan to the Procuring Agency;
- (ii) Contractor will pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (iii) This Advance including the interest shall be recovered in 5 equal installments from the five (05) R.A bills and in case the number of bills is less than five (05) then 1/5th of the advance inclusive of the interest thereon shall be recovered from each bill and the balance together with interest be recovered from the final bill. It may be insured that there is sufficient amount in the final bill to enable recovery of the Mobilization Advance.

OR

**NOT APPLICABLE**

**2) Secured Advance on Materials**

**(a)** The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W 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 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;
- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75% of the
  - (i) landed cost of imported materials, or
  - (ii) ex-factory/ex-warehouse price of locally manufactured or produced materials, or
  - (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract

**(b) Recovery of Secured Advance:**

- (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
- (ii) As recoveries are made the outstanding accounts of the items concerned in

Part II should be reduced by making deduction entries in the column; "deduct quantity utilized in work measured since previous bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.

(c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

(i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.

(ii) value of secured advance on the materials and valuation of variations (if any).

(iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

(iv) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 (a) Valuation of the Works:

i) Lump sum price \_\_\_\_\_ (details), or

ii) Lump sum price with schedules of rates \_\_\_\_\_ (details), or

iii) Lump sum price with bill of quantities \_\_\_\_\_ (details), or

iv) Re-measurement with estimated/bid quantities in the Schedule of Prices or on premium above or below quoted on the rates mentioned in CSR \_\_\_\_\_ (details), or/and

v) Cost reimbursable \_\_\_\_\_ (details)

11.3 Percentage of retention **10%**

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

14.1 **Insurances:**

**Type of cover**

The Works

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property \_\_\_\_\_

(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).

Workers: \_\_\_\_\_

Other cover: \_\_\_\_\_

14.2 Amount to be recovered

Premium plus \_\_\_\_\_ percent (\_\_\_\_%).

15.3 Arbitration

Place of Arbitration: \_\_\_\_\_

## STANDARD FORMS

### FORM OF BID SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

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

Name of Principal (Bidder) with address: \_\_\_\_\_

Sum of Security (express in words and figures): \_\_\_\_\_

Bid Reference No. \_\_\_\_\_ Date of Bid \_\_\_\_\_

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

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

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said procuring agency in accordance with his bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements

Contractor Signature & Stamp

and the Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

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

WITNESS:

SURETY (Bank)

1. \_\_\_\_\_

Signature \_\_\_\_\_

**Corporate Secretary (Seal)**

2. \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Corporate Guarantor (Seal)**

Name, Title & Address

Contractor Signature & Stamp

## FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

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

Name of Principal (Bidder) with Address

Penal Sum of Security  
Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

Letter of Acceptance No. **1234567890** Dated **12/31/2023**

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the bidding documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the procuring agency above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the procuring agency without delay upon the procuring agency's first written demand without cavil or arguments and without requiring the procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the

**Contractor Signature & Stamp**

amount stated above, against the procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

WITNESS:

1. \_\_\_\_\_

\_\_\_\_\_

**Corporate Secretary (Seal)**

2. \_\_\_\_\_

\_\_\_\_\_

Name, Title & Address

GUARANTOR (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Corporate Guarantor (Seal)**

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT made on the \_\_\_\_\_ day of **2025** between **Dawood University of Engineering & Technology M.A Jinnah Road, Karachi** of the one part and **M/S CONTRACTOR** of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz **The Construction Of Auditorium At Dawood University of Engineering & Technology M.A Jinnah Road Karachi** should be executed by the Contractor and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnessed-- as follows:

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

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

Contractor: \_\_\_\_\_

CNIC: \_\_\_\_\_

Address: \_\_\_\_\_

Client: For and on behalf of

**Dawood University of Engineering & Technology M.A Jinnah Road, Karachi**

**Note:** Comprehensive agreement document having detailed terms and conditions will accompany this contract form.

## MOBILIZATION ADVANCE GUARANTEE

Contractor Signature & Stamp

Bank Guarantee No. \_\_\_\_\_  
Date \_\_\_\_\_

WHEREAS \_\_\_\_\_ (*hereinafter called the 'Procuring Agency'*) has entered into a Contract for \_\_\_\_\_ with \_\_\_\_\_ (*hereinafter called the "Contractor"*).

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

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

AND WHEREAS, \_\_\_\_\_ (*Scheduled Bank in Pakistan*) (*hereinafter called the "Guarantor"*) at the request of the Contractor and in consideration of the **procuring agency** agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until \_\_\_\_\_ **Date** \_\_\_\_\_ whichever is earlier.

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

This Guarantee shall remain valid up to the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

WITNESS:

GUARANTOR

1. \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

**Corporate Secretary (Seal)**

\_\_\_\_\_  
Title \_\_\_\_\_

2. \_\_\_\_\_

**Corporate Guarantor (Seal)**

Contractor Signature & Stamp

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Name, Title & Address

## INDENTURE FOR SECURED ADVANCES

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the ..... day of ..... 20..... BETWEEN *(hereinafter called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns)* of the one part and THE GOVERNOR OF SINDH *(hereinafter called "the Government" of the other part)*.

WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works *(hereinafter referred to as the said work)*):-

*(Here enter (the description of the works)).*

AND WHEREAS the contractor has applied to the .....  
..... for an advance to him of Rupees .....

(Rs. ....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. ....) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (B). the said works signed by the contractor

Fin R. Form.17.A

**NOT APPLICABLE**

On ..... and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees.....

(Rs. ....) on or before the execution of these presents paid to the Contractor by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declare as follow:-

- (1) That the said sum of Rupees ..... RS. ....  
) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by the Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in

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Contractor Signature & Stamp

accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.

(7) at if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees ..... (Rs. ....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid to accordingly.

Once there with the Government may at any time thereafter adopt all or any of following courses as it may deem best ;-

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been hereinbefore expressly provided for the same shall be referred to the Superintending Engineer/Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose..... decision shall be final and the provisions of the Arbitration Act 1940 for the time being in force so far as they are applicable shall apply to any such reference.

Signed, Sealed and Delivered by in the presence of:

Witness:

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(Name, Title and Address)

Witness:

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(Name, Title and Address)

## SPECIFICATIONS

Specifications can be seen in the office of the Convenor Procurement Committee/Procurement Officer/Director Works & Services and material to be used as under, Dawood University of Engineering & Technology M.A Jinnah Road, Karachi any working day during office hours.

### **Civil Work:**

#### **Items**

1. Hill Sand
2. Cement
3. Steel
4. Bricks
5. Crush
6. Aluminum 2mm
7. Door Frame
8. Door
9. Weather Shield
10. Matt Finishing
11. Marble
12. Granite
13. Bathroom Tile Sample

#### **Make**

=	Bulari/Jamshoro
=	DJ/Luckyor equivalent
=	Amreli/Mughal/Razak
=	Gomal or equivalent
=	Koat Bungalowot equivalent
=	Lucky/Prime/Chawala
=	G.I with 16 gauge
=	Solid wood as as specified
=	ICI/Burger/Equivalent/Jotan
=	ICI/Burgeror equivalent/Jotan
=	Ziarat White or equivalent
=	Granite as per approved Sample
=	Master/Shabir/Foreign within Base rate Approved

### **Plumbing Items**

1. Ceramic Fixtures	=	Faisal/I.F.O/ACL (Pak)/Porta
2. Kitchen Sink With Mixture	=	Asia/Local Make (Best Quality)
3. Bath Room Accessories with Mirror	=	Master/Local Make ( Best Quality)
4. Faucets and Trims	=	Faisal/Master (Pak)
5. Polypropylene Pipe (PPR)	=	WSI/Vesbo/Dadex/Pak Saudi
6. uPVC Pipe	=	WSI/Vesbo/Dadex/Pak Saudi
7. Natural Gas Pipe and Fittings (G.I)	=	IIL/Asia (Pak)
8. Anchor/ Fasteners	=	Local Make (Best Quality)
9. Valves and Fittings	=	KITZ / RUB or (Equivalent)
10. Teflon Tap	=	Imported
11. Hot Water Gas Heater with all fittings	=	NasGas / Canon or (Equivalent)
12. Floor Drain Gratings (S.S)	=	Local Make (Best Quality)
13. Water Transfer Pump with Motor & Allied Fittings	=	KSB / ESPA or Equivalent)
14. Manhole and Gully Trap Cover with frame (C.I)	=	GPM / Local Make (Best Quality)

### **Electrical Work**

1. Substation MV/LV Panels	=	Green T&D Or Equivalent
2. Submain & Main Distribution Board/DB	=	Electric/Libra Engineering/equivalent
3. Circuit Breaker	=	MG/ABB
4. Witches & Receptacles	=	Clipsal/Mk
5. Cables And Conductors	=	Pakistan/Pioneer /Fast & Copper Gat Cables
6. Public Address Honeywell USA	=	Toa Japan/Gent

7. Nurse Calling System	=	C-Tec UK or Equivalent
8. Light Fitting And Fixtures	=	Brittle/Opple/Philips
9. Telephone/Io's/Switches	=	Clipsal/Mk
10. Fire Alarm System	=	Gent Honeywell (USA)
11. Closed Circuit TV	=	Samsung/LG
12. Data Communication	=	Giga/SISCO/Amp/3m

DUET, KUH

