

**GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT**



**STANDARD FORM OF BIDDING DOCUMENTS
FOR**

PROCUREMENT OF WORKS

**“Construction of 10 Government Colleges in Khyber
Pakhtunkhwa on Need Basis.**

**SH: Construction of Government Girls Degree College Salarzai,
District Bajaur 824/ 250273 (2026-27)**

TABLE OF CONTENTS

Description	Page
No. INVITATION FOR BIDS	1
Form	1
INSTRUCTIONS TO BIDDERS	2
A. General	
IB.1 Scope of Bid	2
IB.2 Source of Funds	2
IB.3 Eligible Bidders	2
IB.4 One Bid Per Bidder	2
IB.5 Cost of Bidding	2
IB.6 Site Visit	3
B. Bidding Documents	
IB.7 Contents of Bidding Documents	3
IB.8 Clarification of Bidding Documents	3
IB.9 Amendment of Bidding Documents	3
C. Preparation of Bids	
IB.10. Language of Bid	4
IB.11 Documents Accompanying the Bid	4
IB.12 Bid Prices	5
IB.13 Currencies of Bid and Payment	5
IB.14 Bid Validity	6
IB.15 Bid Security	6
IB.16 Alternate Proposals by Bidder	8
IB.17 Pre-Bid Meeting	8
IB.18 Format and Signing of Bid	8
D. Submission of Bids	
IB.19 Sealing and Marking of Bids	9
IB.20 Deadline for Submission of Bids	9
IB.21 Late Bids	10
IB.22 Modification, Substitution and Withdrawal of Bids	10

E.	Bid Opening and Evaluation	
	IB.23 Bid Opening	10
	IB.24 Process to be Confidential	11
	IB.25 Clarification of Bids	11
	IB.26 Examination of Bids and Determination of Responsiveness	11
	IB.27 Correction of Errors	11
	IB.28 Evaluation and Comparison of Bids	12
F.	Award of Contract	
	IB.29 Award	12
	IB.30 Procuring Entity's Right to Accept any Bid and to Reject any or all Bids	13
	IB.31 Notification of Award	13
	IB.32 Performance Security	13
	IB.33 Signing of Contract Agreement	13
	IB.34 General Performance of the Bidders	13
	IB.35 Integrity Pact	14
	IB.36 Instructions Not Part of Contract	14
	BIDDING DATA	15
	FORM OF BID AND APPENDICES TO BID	19
	FORM OF BID	
	Appendix-A to Bid : Special Stipulations	21
	Appendix-B to Bid : Foreign Currency Requirements	22
	Appendix-C to Bid : Price Adjustment (Under Clause 70)	23
	Appendix-D to Bid : Bill of Quantities	24
	Appendix-E to Bid : Proposed Construction Schedule	51
	Appendix-F to Bid : Method of Performing the Work	40
	Appendix-G to Bid : List of Major Equipment – Related Items	41
	Appendix-H to Bid : Construction Camp and Housing Facilities	43
	Appendix-I to Bid : List of Subcontractors	44
	Appendix-J to Bid : Estimated Progress Payments	45
	Appendix-K to Bid : Organization Chart of the Supervisory Staff and Labour	46
	Appendix-L to Bid : Integrity Pact	47
	FORMS	
	BID SECURITY	49
	PERFORMANCE SECURITY	51
	CONTRACT AGREEMENT	53
	MOBILIZATION ADVANCE GUARANTEE/BOND	54

PART-I: GENERAL CONDITIONS OF CONTRACT

56

PART-II: PARTICULAR CONDITIONS OF CONTRACT

SPECIFICATIONS - SPECIAL PROVISIONS

SPECIFICATIONS - TECHNICAL PROVISIONS

DRAWINGS

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the contract is signed.)

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Entity as defined in the Bidding Data hereinafter called “the Procuring Entity” invites bids for the construction and completion of works as described in these Bid Solicitation Documents, and summarized in the Bidding Data hereinafter referred to as the “Works”.
- 1.2 The successful bidder will be expected to complete the Works within the time specified in Appendix-A to Bid.
- 1.3 Throughout these Bid Solicitation Documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder / tenderer, bid / tender, bidding / tendering etc.) are synonymous.

IB.2 Source of Funds

- 2.1 The expenditure on this project/scheme will be met from the Public Funds of the Provincial Government of Khyber Pakhtunkhwa (GoKP), as defined in Rule-2(l)(l) of the KP Public Procurement Rules, 2014, or through a loan/credit from the source (s) as indicated in the Bidding Data in various currencies towards the cost of the Project/Scheme specified in the Bidding Data, and it is intended that part of these Public Funds or proceeds of this loan/credit will be applied to eligible payments under the Contract, for which these Bid Solicitation Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is opened to all bidders meeting the following requirements:
 - a. Duly licensed by the Pakistan Engineering Council (PEC) in the category relevant to the value of the Works.
 - b. Duly prequalified / enlisted with the Procuring Entity in the category relevant to the value of the Works
 - c. Is neither associated, nor has been associated, directly or indirectly, with the Consultants or any other entity that has prepared the design, specifications, and other documents for the Project/Scheme or being proposed for any position in the Project Management.
 - d. duly registered with the Khyber Pakhtunkhwa Revenue Authority for the purpose of Sales Tax on Services.
- 3.2 A bidder having a conflict of interest will be declared as non-responsive if the bidder has a close business relationship with the Procuring Entity’s professional personnel, who directly or indirectly involved in any part of: (i) the preparation of the bidding documents for the Works, (ii) the Bid evaluation or (iii) the supervision of such Works.

IB.4 One Bid per Bidder

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

IB.5 Cost of Bidding

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

IB.6 Site Visit

- 6.1 The bidders are advised to visit and examine the site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or representatives will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and representatives, will release and indemnify the Procuring Entity, its personnel and representatives from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS**IB.7 Contents of Bidding Documents**

- 7.1 The Bid Solicitation Documents, in addition to Invitation for Bids, are those stated below, and should be read in conjunction with any Addenda/Corrigenda issued in accordance with Clause IB.9.
 1. Instructions to Bidders.
 2. Bidding Data.
 3. General Conditions of Contract, Part-I (GCC).
 4. Special Conditions of Contract, Part-II (SCC).
 5. Specifications—Special Provisions.
 6. Specifications—Technical Provisions.
 7. Form of Bid & Appendices to Bid.
 8. Bill of Materials (Appendix-D to Bid).
 9. Form of Bid Security.
 10. Form of Additional Security (if required)
 11. Form of Contract Agreement.
 12. Forms of Performance Security and Mobilization Advance Guarantee/Bond.
 13. Drawings.
- 7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidders own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bid Solicitation Documents will be rejected.

IB.8 Clarification of Bidding Documents

- 8.1 Any prospective bidder requiring any clarification (s) in respect of the Bid Solicitation Documents may notify the Procuring Entity in writing at the Procuring Entity's address indicated in the Invitation for Bids. The Procuring Entity will respond to any request for clarification, which it receives earlier than 07 days prior to the deadline for submission of bids.

Copies of the Procuring Entity's response will be forwarded to all buyers of the Bid Solicitation Documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the Bid Solicitation Documents by issuing

addendum/corrigendum.

9.2 Any addendum/corrigendum thus issued/published shall be part of the Bid Solicitation Documents pursuant to Sub- Clause 7.1 hereof, and shall be communicated in writing to all buyers of the Bid Solicitation Documents.

9.3 To afford prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring Entity may extend the deadline for submission of bids in accordance with Clause IB.20 (10).

C. PREPARATION OF BIDS

IB.10 Language of Bid

10 The bid, all correspondence, and documents related to the bid exchanged by a bidder and the Procuring Entity shall be in the bid language stipulated in the Bidding Data and Special Conditions of Contract.

IB.11 Documents Accompanying the Bid

11.1 Each bidder shall:

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

and other pertinent information such as mobilization program etc;

11.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Entity regarding all matters related with and/or incidental to the execution of Works as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;

- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para(b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Procuring Entity.

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

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on the unit rates and / or prices submitted by the bidder.
- 12.2 The bidders shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Unit rate offered for an item shall be considered upto two significant decimals places for evaluation purposes. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities. Corrections in rates and prices, if any, shall be made by crossing out, initialing, dating and re-writing.
- 12.3 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a bidder.
Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted as per Sub-Clause 70.2 of the General Conditions of Contract Part-I.
- 12.4 The rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 70 of the Conditions of Contract. The Procuring Entity shall furnish the prescribed information for the price adjustment formulae in Appendix-C to Bid, and shall submit with their bids such other supporting information as required under the said Clause.

IB.13 Currencies of Bid and Payment

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

currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.

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

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

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Entity may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects. The bidder shall bear all costs to be incurred on such extensions.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency. [The bid security shall be submitted from the account of the firm/bidder/contractor who submits the bid]²
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of the Procuring Entity valid for a period 28 days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 15.5 [“The bid security of the successful bidder be retained with the Procuring Entity till completion of the defect liability period and the amount of guarantee will be reduced by an equivalent amount”.]³
- 15.6 The Bid Security may be forfeited:
- (a) if the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) if the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In the case of successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

² Inserted by KPPRA Notification No. KPPRA/M&E/Estt:/1-12/2017-18 dated April 05 2018.

³ (14
Substituted by KPPRA Notification No. KPPRA/M&E/Estt:/1-4/2016 dated May 24, 2016

IB.16 Alternate Proposals by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Procuring Entity by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bid Solicitation Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bid Solicitation Documents.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Procuring Entity as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Procuring Entity may, on its own motion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues, and to answer any questions on matters related to the Bid Solicitation Documents or any other matter that may be raised at that stage. The date, time, and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Procuring Entity not later than seven (7) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all buyers of the Bid Solicitation Documents. Any modification of the Bid Solicitation Documents listed in Sub-Clause 7.1 hereof, which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum/Corrigendum pursuant to Clause IB.9, and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bid Solicitation Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply

- with instructions issued by the Procuring Entity, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 19.2 hereof.
- 19.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring Entity at the address provided in the Bidding data;
 - (b) bear the name and identification number of the contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.
- 19.3 In addition to the identification required in Sub- Clause 19.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.21.
- 19.4 If the outer envelope is not sealed and marked as above, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Bid.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Complete Bids must be received by the Procuring Entity at the address specified no later than the time and date stipulated in the Bidding Data. In the event of the specified date for the submission of bids declared a holiday for the Procuring Entity, the Bids will be received up to the appointed time on the next working day.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
 - (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 20.2 The Procuring Entity may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) any bid received by the Procuring Entity after the deadline for Submission of bids prescribed in Clause IB.20 will be returned (17 Unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office or due to any other reason, shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Entity prior to the deadline or the extended deadline pursuant to clause IB.20.2, for submission of bids.
- 22.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.19 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified by a bidder after the deadline for submission of bids except in accordance with Sub-Clauses 22.1 and 27.2.
- 22.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND

EVALUATION IB.23 Bid Opening

- 23.1 The Procuring Entity will open all the bids received (except those received late), including withdrawals, substitution and modifications made pursuant to Clause IB.22, in the presence of bidders' or their representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. In the event of the specified date for the opening of bids being declared a holiday for the Procuring Entity, the Bids will be opened at the appointed time and location on the next working day. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 23.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.22 shall not be opened.
- 23.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security and such other details as the Procuring Entity may consider appropriate, will be announced by the Procuring Entity at the opening of bids.
- 23.4 Procuring Entity shall prepare minutes of the bid opening including the information disclosed to those present in accordance with the Sub-Clause 23.3.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of the final result of the bid evaluation, which shall be done at least ten (10) days prior to the award of Contract, and place the same on its and Authority's Website (under Rule 45 of the KP Public Procurement Rules, 2014). The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Procuring Entity's processing of bids or award decisions may result in the rejection of such bidder's bid. Whereas any bidder feeling aggrieved may follow Section 35 of the KPPRA Act, 2012, read with the Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017.

IB.25 Clarification of Bids

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

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Procuring Entity will determine whether each bid is substantially responsive to the requirements of the Bid Solicitation Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security and Additional Security (if any), and (iv) conforms to all the terms, conditions, and specifications of the Bid Solicitation Documents, without material deviation or reservation.
- 26.3 If a bid is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Entity there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Procuring Entity in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected bid price, his bid will be rejected and the Bid Security shall be forfeited in accordance with Sub-Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Procuring Entity will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the bids, the Procuring Entity will determine for each bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.27;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including competitively priced Day work; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation, including discounts or other price modification in the bids.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 28.4 If the Bid of the successful bidder is seriously unbalanced in relation to the Procuring Entity's estimate of the cost of work to be performed under the Contract, the Procuring Entity may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Procuring Entity may require that the amount of the Performance Security set forth in Clause IB.32 be increased at the expense of the successful bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful bidder under the Contract.

IB.29 Award of the Contract

- 29.1 Subject to Clauses IB.30 and IB.34, the Procuring Entity will award the Contract to the bidder, whose bid has been determined to be substantially responsive to the Bid Solicitation Documents, and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3, and qualify pursuant to Sub-Clause IB 29.2.
- 29.2 The Procuring Entity, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

IB.30 Procuring Entity's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding Clause IB.29, the Procuring Entity reserves the right to accept or reject any Bid, and to annul the bidding process, and reject all bids, at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Entity will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted, however, Procuring Entity may have clarification meetings to get clarify any item in the bid evaluation report.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the Contract, binding the Procuring Entity and the bidder till signing of the formal Contract Agreement.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Procuring Entity will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Procuring Entity a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. and Additional Security (if any).

IB.33 Signing of Contract Agreement

- 33.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Entity will send the successful bidder the Contract Agreement in the form provided in the Bid Solicitation Documents, incorporating all agreements between the parties.
- 33.2 The formal Agreement between the Procuring Entity and the successful bidder shall be executed within 15 days of the receipt of the Contract Agreement by the successful bidder from the Procuring Entity.

IB.34 General Performance of the Bidders

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

IB.35 Integrity Pact

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

IB.36 Instructions not Part of Contract

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

BIDDING DATA

NOTES ON BIDDING DATA

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in Instructions to Bidders (IB) and should be prepared to suit each individual contract.

The Procuring Entity should provide in the Bidding Data information and requirements specific to the circumstances of the Procuring Entity, the processing of the Bid, the applicable rules regarding Bid Price and currency, and the Bid evaluation criteria that

Will apply to the Bids. In preparing this section, the following aspects should be checked:

- (a) Information that specifies and complements the provisions of section; Instruction to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to the provisions of Instructions to Bidders, necessitated by the circumstances of each individual contract, can be introduced only in this section since Instructions to Bidders will remain unchanged.



GOVERNMENT OF KHYBER PAKHTUNKHWA,
KHYBER PAKHTUNKHWA
PUBLIC PROCUREMENT REGULATORY AUTHORITY

Peshawar, May 10, 2022/6058-71

NOTIFICATION

S.R.O.(14)/Vol:1-24/2021-22: In exercise of the powers conferred under Section 35-A of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (Khyber Pakhtunkhwa Act No. XI of 2012) the Authority has been pleased to issue the following regulation, namely: -

1. Short title and commencement: - (i) this regulation may be called the Khyber Pakhtunkhwa Public Procurement Regulation No. XIV 2022.
(ii) This shall come into force at once.

2. Matters pertaining to Additional Security in case of abnormally low bids.- This regulation relates to the matters pertaining to Additional Security submitted by the bidders in procurement of works.

- i. The contractors quoting their bids up to a limit of 10% below Engineer estimate shall submit bid security @ 2% only of Engineer Estimate.
- ii. The contractors quoting their bids more than 10% below up to 20% below on Engineers' Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security then it will be considered as non-responsive and the 2% bid security shall be forfeited in favor of Government and the second lowest bidder and so on will be considered accordingly.
- iii. [Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's Estimated cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis]¹. In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and / or required amount of additional security, then the said bid shall be considered as non-responsive. All the securities submitted along with such non-responsive bid shall be forfeited in favor of Government and the 2nd lowest bidder and so on will be considered accordingly.
- iv. In case detailed rate analysis submitted with the bids is, in view of the Procuring Entity, not convincing, the Head of the Procuring Entity may declare such bid as non-responsive without any forfeiture of bid securities and record reasons thereof.
- v. The procuring entity may offer the contract to next lowest bidder after due diligence in the context of financial difference between such two bids or may advertise procurement opportunity afresh.

¹Differential amount; if a contractor quote, e.g. 25% below engineer estimate bid then he has to deposit along with his bid 2% bid security and 25% additional security of engineer estimate

- vi. After commencements of work by the successful bidder, the procuring entity may replace the Additional Security with a bank guarantee of the same amount from the scheduled bank; if the already deposited security is not in the form of bank guarantee.
- vii. The Additional Security shall be released to the contractor in four installments i.e. 1st installment of 25% to be released upon completion of 25% of the project, 2nd installment of 25% to be released upon completion of 50% of the project, 3rd installment of 25% to be released upon completion of 75% of the project and the 4th installment of 25% to be released after 100% completion of the project.
- viii. All previous orders, instructions and regulations issued regarding additional security shall stand superseded.

-SD-
Managing Director
KPPRA

ENDST:No.As above:

Peshawar, the May 10,2022

Copy forwarded to:-

1. The Additional Chief Secretary (P&D)Department, Govt. of Khyber Pakhtunkhwa.
2. The Administrative Secretaries (C&W, Irrigation, Public Health Engineering and Local Government, Elections & Rural Development Department) Khyber Pakhtunkhwa with request to circulate the same to their downstream formations for compliance.
3. The Principal Secretary to Governor,Khyber Pakhtunkhwa.
4. The Principal Secretary to Chief Minister,Khyber Pakhtunkhwa.
5. The Inspector General of Police,Khyber Pakhtunkhwa.
6. The Secretary Provincial Assembly, Khyber Pakhtunkhwa.
7. The Accountant General, Khyber Pakhtunkhwa.
8. The Registrar, Peshawar High Court, Peshawar.
9. All Commissioners and Deputy Commissioners in Khyber Pakhtunkhwa.
10. PSO to Chief Secretary, Govt. of Khyber Pakhtunkhwa.
11. All Heads of Autonomous/Semi-Autonomous Bodies in Khyber Pakhtunkhwa.
12. Director, Treasuries&AccountswithrequesttocirculatethesametoallDAOs& Treasuries Officers in Khyber Pakhtunkhwa.
13. The Section Officer (Admin), Finance Department, Govt. of Khyber Pakhtunkhwa with respect to his office letter no. SO (A)/FD/1-40/2022, dated 22.04.2022.
14. Manager, Stationery and Printing Press Khyber Pakhtunkhwa,for printing in the official gazette.


SANAULLAH
Assistant Director (M&E), KPPRA



GOVERNMENT OF KHYBER PAKHTUNKHWA,
KHYBER PAKHTUNKHWA
PUBLIC PROCUREMENT REGULATORY AUTHORITY

Peshawar, the October 29, 2025 / 627-711

NOTIFICATION

S.R.O. (29)/Vol: 1-40/2025-26: – In exercise of the powers conferred under section 35-A read with section 29 of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (KPPRA Act), the Authority, with the approval of the Board of Directors, is pleased to make the following regulations for mitigating collusive practices and ring formation in public procurement:

Short Title and Commencement (1): These regulations may be called the *Khyber Pakhtunkhwa Public Procurement (Bid Security Instrument Submission and Enforcement) Regulations, 2025*.

(2) They shall come into force at once and shall apply to all public procurements carried out under the KPPRA Act and rules made thereunder.

(3) All bidders shall enter the details of the bid security and, where applicable, the additional security instrument in the E-PAK Acquisition and Disposal System (EPADS) at the time of bid submission. The original bid security and additional security instruments, details of which have already been entered in EPADS, shall be submitted to the procuring entity well before the closing date and time of bid submission. The procuring entity shall retain the original bid security and additional security instruments of all bidders until signing of the contract with the best evaluated bidder or till the bid validity period whichever is earlier.

1. In case of failure to submit the original bid security and additional security instrument before the date and time, the procuring entity shall debar the bidder for a period of one (01) year.

2. In the case of violation for second time, blacklist him for a minimum period of three (03) years in accordance with Section 29 of the KPPRA Act read with Rule 44 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.

-SD-
Managing Director
KP-PPRA

ENDST/No. As above:

Peshawar, the October 29, 2025

Copy forwarded to -

1. All Administrative Secretaries in the Khyber Pakhtunkhwa with request to circulate the same to their lower formations.
2. The Principal Secretary to Governor, Khyber Pakhtunkhwa.

PTO

**GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT**

NOTICE INVITING E-BIDDING

(SINGLE STAGE TWO ENVELOP SYSTEM ON EPAD)

The Executive Engineer, C&W Building Division Bajaur, on behalf of the Government of Khyber Pakhtunkhwa, invites electronic bids from eligible, prominent firms/contractors registered with the Pakistan Engineering Council (PEC) and enlisted with the C&W Department KPK under the Centralized Enlistment Policy for the financial year 2026-2027. Procurement will be conducted under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules, 2014 (amended up to date) using the Single Stage, Two Envelope Procedure via the E-Pak Acquisition and Disposal System (EPADS); for the following work.

S · N o .	Name of Work	Relevant category of C&W & PEC	E/Cost (Rs Million)	Bid Security @2% i/c; Stamp Duty	Tender Fee @ 0.03% (Rs.)	Period of Completion	Last date of submission of Bids & time	Date of Opening Technical Bids	Date & time of opening of Financial Bids
1	"CONSTRUCTION OF 10 GOVERNMENT COLLAGES IN KHYBER PAKHTUNKHWA ON NEEDS BASIS (INCLUDING DEGREE COLLEGE FOR BOYS MANSEHRA CITY) ADP PROJECT NO.250273.								
i	SH:GGDC Salarzai, District Bajaur	C-2 and Above (Specialization: CE-10, BC-01, EE-04)	618.495 (M)	12409,900	185,550	As per work order	21-10-2026 at 12:00 PM	21-10-2026 at 12:30 PM	After evaluation of Technical Bids, The date of opening of Financial bids will be announced.

BIDDING TERMS & CONDITIONS

- Bidding documents may be downloaded from the E-PADS system. For clarification, documents may also be obtained from the office of the Procuring Entity during office hours, upon submission of a formal application, valid PEC and C&W Department registrations, and payment of a non-refundable printing fee of Rs. 3,000/-. Documents shall be available up to 14/10/2026.
- Bidding shall be conducted through the E-PADS System in accordance with the Instructions to Bidders (ITB). Technical and Financial Proposals shall be submitted online under the Two-Envelope System, along with all documents required under the bidding documents. The Procuring Entity shall not be responsible for technical/internet failures not attributable to it.
- Bidders shall submit all documents required under the bidding documents and evaluation criteria, including: Valid PEC registration/license in Category C-2 or above with the required specialized codes: BC-01, CE-10, EE-04, CE-09, CE-11(i), (ix), and EE-11(i),(vi).
- Valid C&W Department Khyber Pakhtunkhwa enlistment/centralized enlistment certificate. Valid KPPRA and FBR tax registrations/Active Taxpayer Status. Relevant experience of the last five years, technical personnel, equipment, financial capacity, and audit reports, managerial capability, performance and litigation status, as required under the qualification/marketing criteria. Valid Electrical Contractor License issued by the Chief Electric Inspector, Government of Khyber Pakhtunkhwa, for EE-04.
- Bid Security & Additional Security: Bids up to 10% below the Engineer's Estimate shall be accompanied by 2% Bid Security of the Engineer's Estimate. Bids more than 10% and up to 20% below shall additionally be accompanied by 8% Additional Security of the Engineer's Estimate in addition to 2% Bid Security. Bids more than 20% below shall be accompanied by Additional Security equal to the differential amount between the bid and Engineer's Estimate, along with detailed rate analysis.

- Failure to submit the required security and/or rate analysis shall render the bid non-responsive, with forfeiture of securities in favor of Government. However if the rate analysis is submitted but considered unconvincing, the Head of Procuring Entity may declare the bid non-responsive by recording reasons, without forfeiture of bid security. The provisions of Notification No. S.R.O. (14)/Vol: 1-24/2021-22 dated 10-05-2022/6058-71 shall apply in case of any discrepancy.
7. In pursuance of KPPRA Notification No. SRO (29)/Vol: 1-40/2025-26/699-711 dated 29-10-2025, failure to submit original Bid Security/Additional Security within the prescribed time may result in debarment for one year. Repeated violation may result in blacklisting for a minimum of three years, in accordance with Section 29 of the KPPRA Act and Rule 44 of the KPPRA Rules, 2014.
 8. A non-refundable tender form fee of 0.03% of the Engineer's Estimate shall be submitted as a separate Call Deposit.
 9. Original Bid Security/Additional Security shall be submitted to the office of the undersigned in separate envelopes as prescribed. An undertaking on judicial stamp paper confirming submission of the required securities shall accompany the Technical Proposal. Failure to submit the required affidavit/undertaking shall render the Technical Proposal non-responsive under applicable KPPRA rules.
 10. Failure to fulfill any mandatory requirement relating to E-PADS submission, PEC/C&W/KPPRA registration, Electrical License, required securities, affidavit/undertaking, or UDIN-verified financial documents shall result in the bid being declared technically non-responsive, without further evaluation.
 11. Financial Proposals shall be opened only after approval of the Technical Evaluation by the competent authority. In case of identical evaluated bids, selection shall be made through toss/draw as per applicable rules. Bid securities of the first three lowest bidders may be retained until approval of the bids.
 12. The successful evaluated responsive bidder shall submit 10% Performance Security of the Contract Price within 14 days of issuance of the Letter of Acceptance (LOA) in the prescribed form, including an unconditional and irrevocable Bank Guarantee from a scheduled bank or CDR from the firm's official account. Any Additional Security submitted against an unbalanced low bid shall be retained as prescribed in the bidding documents.
 13. Failure to furnish Performance Security within the prescribed period shall constitute sufficient grounds for annulment of the award and forfeiture of Bid Security, besides initiation of proceedings under applicable KPPRA rules.
 14. Submission of fake, altered or forged documents, concealment of facts, or misrepresentation shall result in disqualification, forfeiture of securities and initiation of blacklisting proceedings under applicable law.
 15. Any contractor/firm currently involved in litigation, arbitration, or blacklisted/debarred by any Government Department, PEC, or KPPRA shall be ineligible to participate in this bidding process.
 16. The Procuring Entity reserves the right to accept or reject any bid or annul the bidding process at any stage prior to award, subject to applicable procurement laws and rules and recording valid reasons.
 17. A pre-bid meeting shall be held on **10th of October, 2026 at 11:00 AM** in the office of the Executive Engineer, C&W Building Division Bajaur, to address queries and provide necessary clarifications regarding the bidding documents and procurement process.


Executive Engineer
C&W Building Division Bajaur

Bidding Data Sheet

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

Instructions to Bidders	
Clause Reference	
Clause IB.1	Scope of Bid
Sub Clause 1.1	Name and address of the Procuring Entity The Procuring Entity is: The Executive Engineer C&W Building Division Tribal District Bajaur on Behalf Sectary to Government of Khyber Pakhtunkhwa, Higher Education Archives & Libraries Department. (Hereinafter called “The Procuring Entity” Which expression shall include the successors, legal representatives and permitted assignees). The Procuring Entity’s Representative is: Executive Engineer Building Division Tribal District Bajaur. Tel: - 0942222215 Email: - xenbldgbajaur@gmail.com
	Name of the Project “Construction of 10 Government Colleges in Khyber Pakhtunkhwa on Need Basis. SH: Construction of Government Girls Degree College (GGDC) Salarzai, District Bajaur”
	Time For completion: As per work order
Clause IB.2	Source of Funds
	The Project is being financed by Higher Education archives & Libraries, Department Government of Khyber Pakhtunkhwa.
Clause IB.7	Contents of Bidding Documents
Sub-Clause 7.1	Delete the text of Sub-Clause 7.1 and substitute with the following: The Bidding Documents are those stated below, and should be read in Conjunction with any Addenda issued in accordance with Clause IB.9. Technical Bid 7.1.1 Volume - I • Instruction to Bidders. • Bidding Data Sheet • Letter of Technical Bid & Appendices to Bid (excluding Appendix-D) • Forms of Bid Security Performance Security, Contract Agreement, Mobilization Advance Bank Guarantee

	• Part-I - General Conditions of Contract. • Part-II - Particular Conditions of Contract. • Specifications – Special Provisions. 7.1.2 Volume – II • Technical Specifications – Engineering Material (Book-1) • Technical Specifications – Workmanship (Book-2) 7.1.3 Volume – III • Bid Drawings. • Price Bid 7.1.5 Volume - IV • Letter of Price Bid • Preamble to Estimate • Appendix – D to Bid (Estimate)
Clause IB.10	Language of Bid
Sub-Clause 10.1	English.
Clause IB.11	Documents Accompanying the Bid
11.1(A)	The Bidder shall submit with its Technical Bid the following documents (as mentioned in Para-F of Appendix-M): Volume – I (i) Letter of Technical Bid (ii) An affidavit to the effect that 2% Bid Security is placed in the envelope of Price Bid and Additional security - if applicable (iii) Written power of attorney authorizing the signatory of the Bid (iv) Original Bidding Documents (Volume – I) (v) Dully filled in Schedules to Bid (except Appendix-D to Bid) (vi) Qualification documents establishing bidders' eligibility as per Appendix M. Volume – II (i) Technical Specifications – Engineering Material (Book-1) KP MRS2025 (ii) Technical Specifications – Workmanship (Book-2) KP MRS-2025 Volume – III (i) Bid Drawings.
11.1(B)	11.1(B) The Bidder shall submit with its Price Bid the following documents: Volume – IV (i) Letter of Price Bid (ii) Bid Security (iii) Preamble to Estimate (iv) Appendix – D to Bid (Estimate).
Clause IB.12	Bid Prices
Sub-Clause 12.2	Delete the text of Sub-Clause 12.2 and substitute with the following: The Bidder Shall Quote Premium / rebate in the Form of Percentage Above Or Below the estimated price put to bid provided in the Summary of Estimate. Quoted Bid Price shall be considered up to two significant decimal places for Evaluation purpose. Prices provided in the estimate against items are complete inclusive value of the finished work without any hidden

	technical And/ or financial reservations or implications. Bidders shall not modify, change, nor add any footnotes or any conditions to the Estimate
Sub-Clause 12.3	Delete the text of Sub-Clause 12.3 and substitute with the following: The Bidder shall obtain all information as to Pakistan Income Tax, Salaries Tax, Company Taxes, Municipal Octrois, Levies and any other taxes imposed by the Government of Pakistan/Provincial Governments/local bodies, export and import duties and necessary permits and conform the requirements thereof at his own responsibility and include the same in Quoted Bid Price. The quoted Bid Price shall also include the cost of accepting the general risks/ liabilities and obligations set forth or implied in The Contract. No claim at any later stage on this account will be entertained. All duties, taxes (Federal, Provincial & any other) and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the Rates and prices and the total Bid Price submitted by a bidder. Additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be deducted / reimbursed as per Sub-Clause 70.2 Of the General Conditions of Contract Part-I.
Clause IB.13	Currencies of Bid and Payment
Sub-Clause 13.1	Delete the text of Sub-Clause 13.1 and substitute with the following: The payments to the Contractor for the works done shall be made in Pakistani Rupees.
Sub-Clause 13.2	The Sub-Clause is deleted in its entirety.
Clause IB.14	Bid Validity
Sub-Clause 14.1	Period of Bid validity: One Hundred and Twenty (120) days.
Clause IB.15	Amount of Bid Security
Sub-Clause 15.1	As provided in Notice Inviting Tenders i.e. 2% (Rs.12409900/-) of the engineer estimate
Clause IB.16	Alternate Proposals by Bidder The Clause is deleted in its entirety.
Clause IB.17	Pre-Bid Meeting
Sub-Clause 17.1	Venue, time, and date of the pre-Bid meeting: The Bidder or his official representative are invited to attend a Pre-Bid meeting which will take place on the date, time and place as stated in Invitation for Bids.
Sub-Clause 17.2	Delete the text of Sub-Clause 17.2 and substitute with the following: The Bidders are requested to submit any questions in writing, to reach the Procuring Entity three (3) days before the date given for pre-bid meeting in the Invitation for Bids.
Clause IB.18	Format and Signing of Bid
Sub-Clause 18.4	Sub-Clause 18.4 Number of copies of Bid: The Bidder shall prepare and submit the original and one copy documents comprising the Bid as described in Clause 7 of these Instructions to Bidders,

	and clearly marked "ORIGINAL" and "COPY".
Sub-Clause 18.5	Delete the text of Sub-Clause 18.5 and substitute with the following: The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub-Clause 11.1(a) hereof. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid. One (1) copy of Power of Attorney must be attached to the Bid submitted to the Procuring Entity if this Bid is signed / executed by a person other than the President, Partner or Owner of the Bidder's Company.
Clause IB.19	Sealing and Marking of Bids
Sub-Clause 19.1	Delete the text of Sub-Clause 19.1 (c) and substitute with the following: c) the technical bid shall comprise of documents listed in IB-11.1 (A) along With Bid Security and the price bid shall comprise of documents Listed in IB-11.1 (B) which shall be placed in separate envelopes in accordance with IB-11.1. Both the envelopes of Technical Bid and Price Bid shall be placed in single sealed Envelope.
Sub-Clause 19.2 (a)	(a) Procuring Entity's address for the purpose of Bid submission is as follows: is as follows: Office of The Executive Engineer C&W Building Division Tribal District Bajaur. Tel: - 0942222215 Email: - xenbldgbajaur@gmail.com (b) Name & identification number of the Contract is as follows: Name: Construction of 10 Government Colleges in Khyber Pakhtunkhwa on Need Basis. SH: Construction of Government Girls Degree College (GGDC) Salarzai, District Bajaur ADP NO 250273(2026-27) Identification Number: Not Applicable
Clause IB.23	Bid Opening
Sub-Clause 23.1	Venue, time, and date of Bid opening As provided in Invitation for Bid.
Sub-Clause 26.2	Sub-Clause 26.2 At the end of words ".....deviation or reservation" in sixth line of sub clause 26.2, add following: vi. determined "as qualified"
Clause IB-27	Correction of Errors
Sub-Clause 27.1	Delete the text of Sub-Clause 27.1 and substitute with the following: Bids determined to be substantially responsive will be checked by the Procuring Entity for any arithmetic errors. Errors will be corrected by the Procuring Entity as follows: a) Where there is discrepancy between the quoted premium (above or below) provided by the bidder in summary of Estimate and in the Letter of Price Bid, the quoted premium stated in the Letter of Price Bid shall govern; and b) Where there is a discrepancy between the Premium/amount in figures and in words, the premium/amount in words shall govern; and c) Where there is a discrepancy between the Percentage Premium and the

	total amount quoted by the Bidder by multiplying the percentage premium with the price put to Bid the value provided as premium shall Govern and total amount shall be corrected.
Clause IB-28	Evaluation and Comparison of Bids
Sub-Clause 28.2	d) Delete the sub-clause IB-28.2 (c) in its entirety
Sub-Clause 28.4	At the end of Sub-Clause 28.4 add the following: i. The contractors quoting their bids up to a limit of 10% below Engineers Estimate shall submit bid security @ 2% only of Engineer Estimate. ii. The contractors quoting their bids more than 10% below up to 20% below on Engineers Estimate shall submit along with their bids 8% Additional Security of Engineer's Estimated Cost in addition to 2% bid security. If the bid is not accompanied with the required amount of additional security, then it will be considered as nonresponsive and the 2% bid security shall be forfeited in favor of Government and the second lowest bidder and so on will be considered accordingly. iii. Similarly, a contractor quoting bid more than 20% below shall submit with his bid an additional security on Engineer's Estimated Cost equal to the differential amount of submitted bid and Engineers' Estimate along with detailed rate analysis. In case of more than 20% below bids, if the bid is not accompanied by the detailed rate analysis and / or required amount of additional security, then the said bid shall be considered as non-responsive.
Clause IB.32	Performance Security
Sub-Clause 32.1	Delete the text of Sub-Clause 32.1 and substitute with the following: The successful evaluated responsive bidder shall submit 10% Performance Security of the Contract Price within 14 days of issuance of the Letter of Acceptance (LOA) in the prescribed form, including an unconditional and irrevocable Bank Guarantee from a scheduled bank or CDR from the firm's official account. Any Additional Security submitted against an unbalanced low bid shall be retained as prescribed in the bidding documents. Failure to furnish Performance Security within the prescribed period shall constitute sufficient grounds for annulment of the award and forfeiture of Bid Security, besides initiation of proceedings under applicable KPPRA rules.
Clause IB.33	Signing of Contract Agreement
Sub-Clause 33.1	Delete the text of Sub-Clause 33.1 and substitute with the following: The successful Bidder shall submit along with the Performance Security a draft copy of Agreement as per the Form of Agreement within the time period stipulated in clause IB-32.1 provided in the Bidding Documents, Incorporating all agreements between the parties.
Sub-Clause 33.2	Delete the text of Sub-Clause 33.2 and substitute with the following: The formal Agreement between the Procuring Entity and the successful bidder shall be executed within fourteen (14) days after the receipt of the Letter of Acceptance but not before acceptance by the Procuring Entity of the Performance Security as per Sub-Clause 32.1 hereof.

**FORM OF BID
AND
APPENDICES TO BID**

S. No.	Bid and Appendices	Page No.
1	Letter of Technical Bid	LTB-1
2	Appendix-A TO BID: Special Stipulations	BA-1 to BA-2
3	Appendix-B TO BID: Foreign Currency Requirements	BB-1
4	Appendix-C TO BID: Price Adjustment Under Clause-70 of Contract Agreement	BC-1
5	Appendix-E TO BID: Proposed Construction Schedule	BE-1
6	Appendix-F TO BID: Method of Performing the Work	BF-1
7	Appendix-G TO BID: List of Major Equipment – Related Items	BG-1 to BG-2
8	Appendix-H TO BID: Construction Camp and Housing Facilities	BH-1
9	Appendix-I TO BID: List of Subcontractors	BI-1
10	Appendix-J TO BID: Estimated Progress Payments	BJ-1
11	Appendix-K TO BID: Organization Chart of the Supervisory Staff and Labour	BK-1
12	Appendix-L TO BID: Integrity Pact	BL-1
13	Appendix-M TO BID: Qualification Criteria	BM-1 to BM-7
14	Appendix-N TO BID: List of Drawings	BN-1

FORM OF BID

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

To:

Gentleman,

1. Having examined the Bid Solicitation Documents including Instructions to Bidders, Bidding Data, and Conditions of Contract, Specifications, Drawings and Bill of Quantities and Addenda/Corrigenda Nos. _____, For the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda/Corrigenda for the sum of Rs. ____ (Rupees __) or such other sums as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security @2% of the estimated cost, drawn in your favour or made payable to you, and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Appendix-A to Bid.
5. We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20 _____

Signature: _____

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

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

Signature: _____

Name: _____

Address: _____

Occupation _____

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

1.	Engineer's Authority to issue Variation in Emergency	2.1	2% of the Contract Price stated in the Letter of Acceptance.
2.	Amount of Performance Security	10.1	10% of Contract Price stated in the Letter Of Acceptance.
3.	Time for Furnishing Program	14.1	Within 42 days from the date of receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Guarantee.	23.2	Rupees Five hundred thousand (Rs 500,000) per occurrence with number of Occurrences maximum up to five (05).
5.	Time for Commencement	41.1	Within 14 days from the date of receipt of Engineer's Notice Commence to e which shall be issued within fourteen (14) days After signing of Contract Agreement.
6.	Time for Completion	43.1, 48.2	As per work order days from the date of receipt of Engineer's Notice to Commence.
7.	a) Amount of Liquidated Damages	47.1	Rs. <u>0.1%</u> for each day of delay in completion of the Works subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance.
	b) Amount of Bonus	47.3	Not Applicable
8.	Defects Liability Period	49.1	Three hundred and sixty five (365) days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	60.2	08 % of the amount of Interim Payment Certificate.
10.	Limit of Retention Money	60.2	10% of Contract Price stated in the Letter of acceptance
11.	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Procuring		Twenty Eight (28) days. Subjected to availability of funds
12.	Mobilization Advance [* (Interest Free)	60.12	Fifteen percent (10-15%) of Contract Price stated in the Letter of Acceptance against Bank Guarantee of an equivalent amount From a Scheduled Bank in Pakistan.

Authorize Signature and official Seal _____

Name _____

Date _____

Appendix-B to Bid

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the Works.
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums _____%.
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	NOT APPLICABLE
Euro	
Japanese Yen	
U.K. Pound	
U.S. Dollars	

Authorize Signature and official Seal _____

Name _____

Date _____

Appendix-C To Bid

PRICE ADJUSTMENT UNDER CLAUSE 70 OF CONDITIONS OF CONTRACT

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

(To be filled by the Procuring Entity).

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

Notes:

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

(Procuring Entity’s using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.)

Authorize Signature and official Seal _____

Name

Date _____

Appendix-D to Bid

BILL OF QUANTITIES

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, togetherWith all general risks, liabilities and obligations set out or implied in the Contract. Furthermore all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. Unit rates must be offered in two decimal places for an item. In case the bidder quotes rates for an item in more than two decimal places, the same shall be considered upto two significant decimal places for evaluation purposes. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

BILL OF QUANTITIES

B. Work Items (specimen)

1. The Bill of Quantities contains the following Bills and Schedule:
(by way of example)

Daywork Schedule
Summary Bill of Quantities

2. Bidders shall price the Bill of Quantities in Pakistani Rupees only.

BILL OF QUANTITIES**Bill No. 1 Earthworks**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
101						
102						
103						
104						
105						
106						
Total for Bill No. 1 (Carried forward to Summary Page)						

BILL OF QUANTITIES**Bill No. 2 Culverts and Bridges**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
201						
202						
203						
204						
205						
206						
Total for Bill No. 2						
(Carried forward to Summary Page)						

BILL OF QUANTITIES Bill**No. 3 Subsurface Drains**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
301						
302						
303						
304						
305						
306						
Total for Bill No. 3						
(Carried forward to Summary Page)						

BILL OF QUANTITIES**Bill No. 4 Tubewells and Pump-houses**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
401						
402						
403						
404						
205						
406						
Total for Bill No. 4						
(Carried forward to Summary Page)						

BILL OF QUANTITIES**Bill No. 5 Miscellaneous Items**

Item	Description	Unit	Quantity	Rate		Amount Rupees
				Rupees in figures	Rupees in words	
1	2	3	4	5		6
501	Mobilization/Demobilization (Lumpsum ¹) Cost					
502						
503						
504						
505						
506						
Total for Bill No. 5						
Carried forward to Summary Page)						

¹ Not to exceed 10 % of Bid Price. To be used only if Alternative Two of Sub-Clause 60.12 of Conditions of Contract is adopted.

BILL OF QUANTITIES

C. Daywork Schedule

General

1. Reference is made to Sub-Clause 52.4 of the General Conditions of Contract Part-I. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for Day work items in the Schedules, which Rates shall apply to any quantity of Day work ordered by the Engineer. Nominal quantities have been indicated against each item of Day work, and the extended total for Day work shall be carried forward to the Bid Price.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of Daywork, the actual time of classes of labour directly doing the Daywork ordered by the Engineer and for which they are competent to perform will be measured excluding meal breaks and rest periods. The time of gangers (charge hands) actually doing work with the gang will also be measured but not the time of foreman or other supervisory personnel.
3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on Daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for labour together with an additional percentage, payment on basic rates representing the Contractor's profit, overheads, etc., as described below:
 - a) the basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances and any sums paid to or on behalf of such labour for social benefits in accordance with Pakistan law. The basic rates will be payable in local currency only; and
 - b) the additional percentage payment to be quoted by the Bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities and insurances and allowances to labour timekeeping and clerical and office work; the use of consumable stores, water, lighting and power; the use and repair of stagings, scaffolding, workshops and stores, portable power tools, manual plant and tools; supervision by the Contractor's staff, foremen and other supervisory personnel; and charges incidental to the foregoing.

(1)

GENERAL ABSTRACT OF COST		
1	Civil Works	443.36
2	Internal Electrification	32.75
3	Internal Water Supply & Sewerage System	11.48
4	CCTV Camera System	2.196
5	Fire Alarm & Fire Extinguishers System	3.06
6	Basic Networking	1.84
7	Developmental Works	78.00
G.Total		572.68
Add C.F 1.08		618.495

Alor Shm 2/6

Chand
Sub Divisional Officer
Building Sub Division Khar

Bid Quoted @ _____ % Above (+) Rs. _____
 Bid Quoted @ _____ % Below (-) Rs. _____
 Grand Total Rs. _____
 Bid Amount in Words _____

Sign & Seal of the Bidder

(2)
BOQ

668/250273 - Construction of 10 Govt. Colleges in Khyber Pakhtunkhwa on Need Basis (Including Degree College for boys Mansehra City)						
1.1 - CIVIL WORK GROUND FLOOR						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	m3	2,652.60	360.39	955,970.51
2	03-20-a	Transportation of earth all types beyond 250 m and upto 500 m.	m3	2,122.08	317.18	673,081.33
3	03-20-b	Transportation of earth all types for every 100m extra lead beyond 500m upto 1.5 km.	m3	21,220.84	49.14	1,042,792.08
4	03-20-c	Transportation of earth all types for every 500m extra lead beyond 1.5 km. upto 8 km.	m3	27,587.09	44.67	1,232,315.31
5	03-67-e	Structural Backfill using Common Material brought from outside	m3	645.53	1,058.58	683,345.15
6	03-24	Dressing of earthwork (done by machinery or otherwise & left undressed) to designed section	m2	1,934.94	18.38	35,564.20
7	28-15	Pre anti Termite Treatment in the building mixed with water of mixing ratio as per the manufacturer's certified manual	m2	1,934.94	98.63	190,843.13
8	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	141.46	12,340.56	1,745,695.62
9	06-28	Providing and laying polythene sheet 0.005" thick (0.05mm 500gauge) under cement concrete.	m2	1,934.94	442.78	856,752.73
10	06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	m3	848.74	19,446.34	16,504,886.61
11	07-05-a-04	1st class brick work in foundation as per complete.	m3	270.96	17,664.81	4,786,456.92
12	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	376.01	19,446.34	7,312,018.30
13	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	75.50	306,713.50	23,156,869.25
14	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	796.05	1,232.79	981,362.48
15	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	1,878.31	1,166.35	2,190,766.87
16	07-05-a-04	1st class brick work in ground floor Cement, sand mortar 1:5	m3	384.26	17,664.81	6,787,879.89
17	11-10-c	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	1,365.65	499.22	681,759.79
1.2 - WORK AT BASEMENT FLOOR						
18	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	3,295.41	519.49	1,711,932.54
19	11-34	Supply & apply acrylic wall coating 2mm thick of approved quality over plastered surface	m2	167.29	2,022.63	338,365.77
20	11-35	Providing and laying of Wall Paper (Imported) of approved quality, shade and color including all other fitting requirements complete in all respects.	m2	167.29	1,027.82	171,944.01

Abdullah
3

3

21	07-36-a	Masonry with Facing/Special Bricks in cement sand mortar 1:2 upto 10 ft. height (4-1/2" thick)	m3	49.36	21,202.57	1,046,558.86
22	28-15	Pre anti Termite Treatment in the building mixed with water of mixing ratio as per the manufacturer's certified manual	m2	1,306.17	98.63	128,827.55
23	07-30	Supplying and filling sand under floor or plugging in wells	m3	512.81	2,535.90	1,300,434.88
24	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	99.48	17,035.28	1,694,669.65
25	10-58-c	Providing and Fixing of porcelain full body tiles 20" x 20" x 3/8 of approved colour of shade, joint using spacers in white cement with pigment laid on base of CM 1:2 etc complete in all respects	m2	1,444.22	3,975.79	5,741,915.43
26	12-47	Supply and Fixing accoustic mineral fibre tile ceiling fixed with aluminium tee hung by GI wire fixed in roof	m2	361.15	2,520.09	910,130.50
27	10-55-j	Providing and Fixing of Bath Room Tiles 12"x18" of approved quality	m2	109.47	2,562.82	280,551.91
28	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick	m2	86.66	11,848.78	1,026,815.27
29	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost	m2	28.95	11,848.78	343,022.18
30	12-70-a	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	122.10	2,139.62	261,247.60
31	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	53.02	32,136.59	1,703,882.00
32	12-79	Supply and fixing UPVC Flush doors with 60mm wide frame 2-2.5mm wall thickness inclusive of all accessories and galvanized iron support in any available Plain colour	m2	9.76	13,402.06	130,804.11
33	12-24-a-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	6.00	2,548.25	15,289.50
34	12-24-b-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	6.00	1,090.61	6,543.66
35	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	Each	1.00	2,252.47	2,252.47
36	12-21-b	P/F hydraulic Door Closer (Best Quality)	Each	34.00	2,925.40	99,463.60
37	13-05-a	French polishing complete: On new work	m2	46.53	1,389.34	64,645.99
38	12-73-a	Providing and fixing First class deodar wood projected beading upto one sq.inch.(6.5sq.cm.) wide in section, designed, fixed around the panels of doors, windows of any description.	m	122.10	270.73	33,056.13
39	12-65-a-10	Supply and Fixing aluminium door/window, Sliding Window Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	120.35	14,283.17	1,718,979.51

Handwritten signature

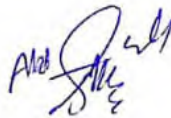
4)

40	12-61	MS flat 1/2"x1/8" grill in windows of approved design	m2	120.35	3,736.91	449,737.12
41	12-64-a-10	Supply and Fixing aluminium door/window, Fixed Glazing Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	5.20	14,482.50	75,309.00
42	11-20-b	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	4,661.06	89.32	416,325.88
43	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	4,661.06	203.72	949,551.14
44	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	4,661.06	133.27	621,179.47
45	25-47	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	m	32.01	5,151.13	164,887.67
46	06-13	Provide & fix ornamental cement jali 1:2:4 2" thick without steel.	m2	368.98	1,760.17	649,467.53
47	28-23	Providing and fixing of 1-1/2" thick Thermopore in cavity wall, including all necessary fittings complete in all respect .	m2	139.41	409.05	57,025.66
48	16-57	Supply and Fixing polystrene fill in expansion joints & under diaphragms at transoms.	m3	1.36	4,700.12	6,392.16
49	06-22	Providing and fixing 6" wide GI sheet 18 SWG. stopper to expansion joint.	m	30.49	581.36	17,725.67
50	12-78-a	Kitchen Floor Cabinet as per approved Design/Specification.	m2	23.42	15,447.50	361,780.45
51	12-78-b	Kitchen Wall Cabinet as per approved Design/Specification.	m2	2.60	14,159.98	36,815.95
52	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	5.58	11,848.78	66,116.19
53	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1.5:3)	m3	121.38	22,220.48	2,697,121.86
54	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	480.91	19,446.34	9,351,939.37
55	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	93.11	306,713.50	28,558,093.99
56	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	1,180.83	1,232.79	1,455,715.42
57	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	2,346.12	1,166.35	2,736,397.06
58	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	488.66	1,010.20	493,644.33

Amal Saha

5

1.3 - WORK AT GROUND FLOOR						
59	07-05-a-04	1st class brick work in ground floor Cement, sand mortar 1:5	m3	445.47	17,664.81	7,869,142.91
60	11-10-c	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	1,564.04	499.22	780,800.05
61	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	4,016.88	519.49	2,086,728.99
62	11-34	Supply & apply acrylic wall coating 2mm thick of approved quality over plastered surface	m2	334.57	2,022.63	676,711.32
63	11-35	Providing and laying of Wall Paper (Imported) of approved quality, shade and color including all other fitting requirements complete in all respects.	m2	334.57	1,027.82	343,877.74
64	07-36-a	Masonry with Facing/Special Bricks in cement sand mortar 1:2 upto 10 ft. height (4-1/2" thick)	m3	142.23	21,202.57	3,015,641.53
65	28-15	Pre anti Termite Treatment in the building mixed with water of mixing ratio as per the manufacturer's certified manual	m2	1,504.56	98.63	148,394.75
66	07-30	Supplying and filling sand under floor or plugging in wells	m3	730.67	2,535.90	1,852,906.05
67	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	m3	78.15	12,340.56	964,414.76
68	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	114.59	17,035.28	1,952,072.74
69	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	m3	29.49	13,983.72	412,379.90
70	10-58-c	Providing and Fixing of porcelain full body tiles 20" x 20" x 3/8 of approved colour of shade, joint using spacers in white cement with pigment laid on base of CM 1:2 etc complete in all respects	m2	1,680.57	3,975.79	6,681,593.40
71	12-47	Supply and Fixing accoustic mineral fibre tile ceiling fixed with aluminium tee hung by GI wire fixed in roof	m2	745.47	2,520.09	1,878,651.49
72	10-52	Providing and Fixing of Fancy design bath room tile of size 12" x 12" in cement sand mortar 1 : 2 with finishing of joints in white cement / Readymade filler complete in all respect	m2	284.36	2,124.61	604,154.10
73	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	189.82	11,848.78	2,249,135.42
74	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	47.51	11,848.78	562,935.54



6)

75	12-70-a	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painling etc	m	209.91	2,139.62	449,127.63
76	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	79.37	32,136.59	2,550,681.15
77	12-79	Supply and fixing UPVC Flush doors with 60mm wide frame 2-2.5mm wall thickness inclusive of all accessories and galvanized iron support in any available Plain colour	m2	22.77	13,402.06	305,164.91
78	12-24-a-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	20.00	2,548.25	50,965.00
79	12-24-b-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	20.00	1,090.61	21,812.20
80	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	Each	27.00	2,252.47	60,816.69
81	12-21-b	P/F hydraulic Door Closer (Best Quality)	Each	44.00	2,925.40	128,717.60
82	13-05-a	French polishing complete: On new work	m2	100.86	1,389.34	140,128.83
83	12-73-a	Providing and fixing First class deodar wood projected beading upto one sq.inch.(6.5sq.cm.) wide in section, designed, fixed around the panels of doors, windows of any description.	m	220.58	270.73	59,717.62
84	12-65-a-10	Supply and Fixing aluminium door/window, Sliding Window Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	262.41	14,283.17	3,748,046.64
85	12-61	MS flat 1/2"x1/8" grill in windows of approved design	m2	262.41	3,736.91	980,602.55
86	12-64-a-10	Supply and Fixing aluminium door/window,Fixed Glazing Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	5.20	14,482.50	75,309.00
87	11-20-b	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	5,580.93	89.32	498,488.67
88	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	5,580.93	203.72	1,136,947.06
89	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat	m2	5,580.93	133.27	743,770.54
90	25-47	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	m	86.40	5,151.13	445,057.63
91	28-23	Providing and fixing of 1-1/2" thick Thermopore in cavity wall, including all necessary fittings complete in all respect .	m2	139.41	409.05	57,025.66
92	16-57	Supply and Fixing polystrene fill in expansion joints & under diaphragms at transoms.	m3	1.36	4,700.12	6,392.16
93	06-22	Providing and fixing 6" wide GI sheet 18 SWG. stopper to expansion joint.	m	30.49	581.36	17,725.67
94	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast (1:1.5:3)	m3	121.38	22,220.48	2,697,121.86

Abdul Samad

7,

95	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast (1:2:4)	m3	437.66	19,446.34	8,510,885.16
96	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	89.77	306,713.50	27,533,670.90
97	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	953.35	1,232.79	1,175,280.35
98	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	2,128.56	1,166.35	2,482,645.96
99	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	488.66	1,010.20	493,644.33
1.4 - WORK AT FIRST FLOOR						
100	07-05-a-04	1st class brick work in ground floor Cement, sand mortar 1:5	m3	450.76	17,664.81	7,962,589.76
101	07-02-a	Add extra on Item 07-01 for brickwork in First floor	m2	1,479.63	666.30	985,877.47
102	11-10-c	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	1,504.56	499.22	751,106.44
103	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	4,037.33	519.49	2,097,352.56
104	11-26	Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height	m2	5,541.89	63.43	351,522.08
105	11-34	Supply & apply acrylic wall coating 2mm thick of approved quality over plastered surface	m2	278.81	2,022.63	563,929.47
106	11-35	Providing and laying of Wall Paper (Imported) of approved quality, shade and color including all other fitting requirements complete in all respects.	m2	278.81	1,027.82	286,566.49
107	07-36-a	Masonry with Facing/Special Bricks in cement sand mortar 1:2 upto 10 ft. height (4-1/2" thick)	m3	148.17	21,202.57	3,141,584.80
108	07-37	Add extra on Item 07-36 for every 10 ft additional height or part thereof	m3	148.17	235.76	34,935.52
109	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	77.92	17,035.28	1,327,389.02
110	10-58-c	Providing and Fixing of porcelain full body tiles 20" x 20" x 3/8 of approved colour of shade, joint using spacers in white cement with pigment laid on base of CM 1:2 etc complete in all respects	m2	1,680.57	3,975.79	6,681,593.40
111	12-47	Supply and Fixing accoustic mineral fibre tile ceiling fixed with aluminium tee hung by GI wire fixed in roof	m2	745.47	2,520.09	1,878,651.49
112	10-52	Providing and Fixing of Fancy design bath room tile of size 12" x 12" in cement sand mortar 1 : 2 with finishing of joints in white cement / Readymade filler complete in all respect	m2	284.36	2,124.61	604,154.10

Handwritten signature

113	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	86.66	11,848.78	1,026,815.27
114	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	47.51	11,848.78	562,935.54
115	12-70-a	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	173.48	2,139.62	371,181.28
116	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	61.15	32,136.59	1,965,152.48
117	12-79	Supply and fixing UPVC Flush doors with 60mm wide frame 2-2.5mm wall thickness inclusive of all accessories and galvanized iron support in any available Plain colour	m2	22.77	13,402.06	305,164.91
118	12-24-a-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	20.00	2,548.25	50,965.00
119	12-24-b-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	20.00	1,090.61	21,812.20
120	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	Each	26.00	2,252.47	58,564.22
121	12-21-b	P/F hydraulic Door Closer (Best Quality)	Each	48.00	2,925.40	140,419.20
122	13-05-a	French polishing complete: On new work	m2	79.32	1,389.34	110,202.45
123	12-73-a	Providing and fixing First class deodar wood projected beading upto one sq.inch.(6.5sq.cm.) wide in section, designed, fixed around the panels of doors, windows of any description.	m	173.48	270.73	46,966.24
124	12-65-a-10	Supply and Fixing aluminium door/window, Sliding Window Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	262.41	14,283.17	3,748,046.64
125	12-61	MS flat 1/2"x1/8" grill in windows of approved design	m2	262.41	3,736.91	980,602.55
126	12-64-a-10	Supply and Fixing aluminium door/window, Fixed Glazing Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	5.20	14,482.50	75,309.00
127	11-20-b	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	5,541.89	89.32	495,001.61
128	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	5,541.89	203.72	1,128,993.83
129	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	5,541.89	133.27	738,567.68

9

130	13-24	Extra labour for painting, varnishing etc from 20' height & above, for every additional 10'	m2	11,083.79	17.42	193,079.62
131	25-47	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	m	32.01	5,151.13	164,887.67
132	25-33-a	Providing and fixing terrace railing 2" i/d conduit pipe 16 SWG, welded with 5/8" x 5/8" square bar 2.75 ft. high fixed at 5' centre to centre, in RCC slab with suitable arrangement, complete in all respects as per design and drawing	m	84.15	4,509.98	379,514.82
133	28-23	Providing and fixing of 1-1/2" thick Thermopore in cavity wall, including all necessary fittings complete in all respect.	m2	139.41	409.05	57,025.66
134	16-57	Supply and Fixing polystyrene fill in expansion joints & under diaphragms at transoms.	m3	1.36	4,700.12	6,392.16
135	06-22	Providing and fixing 6" wide GI sheet 18 SWG, stopper to expansion joint.	m	30.49	581.36	17,725.67
136	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1.5:3)	m3	121.38	22,220.48	2,697,121.86
137	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	438.03	19,446.34	8,518,080.31
138	06-07-e	Add extra labour for RCC in 2nd & subsequent storeys	m2	1,836.29	1,340.19	2,460,977.50
139	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	89.84	306,713.50	27,555,140.84
140	25-10	Fabrication of heavy steel work with angle, tees, sheet iron etc for making trusses, girders etc	Tonne	12.61	288,717.50	3,640,727.68
141	09-14-b	Supply & fix CGI sheet with GI bolts, nuts, limpet etc. complete : 22 SWG	m2	634.29	3,794.41	2,406,756.32
1.5 - WORK AT 2nd FLOOR						
142	09-30	Plain 20 gauge GI sheet gutter semi circular 8" diameter	m	32.01	1,221.92	39,113.66
143	09-19	Plain galvanized iron sheet flashing, 20 gauge	m2	59.48	2,325.54	138,323.12
144	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	1,044.01	1,232.79	1,287,045.09
145	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	2,130.20	1,166.35	2,484,558.77
146	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	488.66	1,010.20	493,644.33
147	07-05-a-04	1st class brick work in ground floor Cement, sand mortar 1:5	m3	531.67	17,664.81	9,391,849.53
148	07-02-b	Add extra on Item 07-01 for brickwork in Second floor	m2	1,745.23	1,515.08	2,644,163.07
149	11-10-c	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	1,504.56	499.22	751,106.44
150	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	4,037.33	519.49	2,097,352.56

Handwritten signature

10

151	11-26	Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 20' height	m2	5,541.89	126.86	703,044.17
152	11-34	Supply & apply acrylic wall coating 2mm thick of approved quality over plastered surface	m2	278.81	2,022.63	563,929.47
153	11-35	Providing and laying of Wall Paper (Imported) of approved quality, shade and color including all other fitting requirements complete in all respects.	m2	278.81	1,027.82	286,566.49
154	07-36-a	Masonry with Facing/Special Bricks in cement sand mortar 1:2 upto 10 ft. height (4-1/2" thick)	m3	117.45	21,202.57	2,490,241.85
155	07-37	Add extra on Item 07-38 for every 30 ft additional height or part thereof	m3	117.45	707.34	83,077.08
156	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	77.92	17,035.28	1,327,389.02
157	10-58-c	Providing and Fixing of porcelain full body tiles 20" x 20" x 3/8 of approved colour of shade, joint using spacers in white cement with pigment laid on base of CM 1:2 etc complete in all respects	m2	1,680.57	3,975.79	6,681,593.40
158	12-47	Supply and Fixing acoustic mineral fibre tile ceiling fixed with aluminium tee hung by GI wire fixed in roof	m2	780.67	2,520.09	1,967,358.66
159	10-52	Providing and Fixing of Fancy design bath room tile of size 12" x 12" in cement sand mortar 1 : 2 with finishing of joints in white cement / Readymade filler complete in all respect	m2	284.36	2,124.61	604,154.10
160	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	86.66	11,848.78	1,026,815.27
161	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	47.51	11,848.78	562,935.54
162	12-70-a	Supply and Fixing MS Sheet 16 guage (10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	173.48	2,139.62	371,181.28
163	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	61.15	32,136.59	1,965,152.48
164	12-79	Supply and fixing UPVC Flush doors with 60mm wide frame 2-2.5mm wall thickness inclusive of all accessories and galvanized iron support in any available Plain colour	m2	22.77	13,402.06	305,164.91
165	12-24-a-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	20.00	2,548.25	50,965.00

Handwritten signature

11

166	12-24-b-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	20.00	1,090.61	21,812.20
167	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	Each	27.00	2,252.47	60,816.69
168	12-21-b	P/F hydraulic Door Closer (Best Quality)	Each	36.00	2,925.40	105,314.40
169	13-05-a	French polishing complete: On new work	m2	79.32	1,389.34	110,202.45
170	12-73-a	Providing and fixing First class deodar wood projected beading upto one sq.inch.(6.5sq.cm.) wide in section, designed, fixed around the panels of doors, windows of any description.	m	173.48	270.73	46,966.24
171	12-65-a-10	Supply and Fixing aluminium door/window, Sliding Window Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	262.41	14,283.17	3,748,046.64
172	12-61	MS flat 1/2"x1/8" grill in windows of approved design	m2	262.41	3,736.91	980,602.55
173	12-64-a-10	Supply and Fixing aluminium door/window, Fixed Glazing Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	5.20	14,482.50	75,309.00
174	11-20-b	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	5,541.89	89.32	495,001.61
175	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	5,541.89	203.72	1,128,993.83
176	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	5,541.89	133.27	738,567.68
177	13-24	Extra labour for painting, varnishing etc from 20' height & above, for every additional 10'	m2	11,083.79	17.42	193,079.62
178	25-47	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	m	42.68	5,151.13	219,850.23
179	25-33-a	Providing and fixing terrace railing 2" i/d conduit pipe 16 SWG, welded with 5/8" x 5/8" square bar 2.75 ft. high fixed at 5" centre to centre, in RCC slab with suitable arrangement, complete in all respects as per design and drawing.	m	84.15	4,509.98	379,514.82
180	28-23	Providing and fixing of 1-1/2" thick Thermopore in cavity wall, including all necessary fittings complete in all respect .	m2	111.52	409.05	45,617.26
181	18-57	Supply and Fixing polystyrene fill in expansion joints & under diaphragms at transoms.	m3	1.09	4,700.12	5,123.13
182	06-22	Providing and fixing 6" wide GI sheet 18 SWG, stopper to expansion joint.	m	24.39	581.36	14,179.37
183	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1.5:3)	m3	81.21	22,220.48	1,804,525.18
184	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	365.59	19,446.34	7,109,387.44
185	06-07-e	Add extra labour for RCC in 2nd & subsequent storeys	m2	2,933.25	1,340.19	3,931,112.32
186	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	78.52	306,713.50	24,083,144.02

Abdullah

12

187	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	912.33	1,232.79	1,124,711.30
188	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	1,752.13	1,166.35	2,043,596.83
1.6 - WORK AT 3RD FLOOR						
189	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	345.03	1,010.20	348,549.31
190	07-05-a-04	1st class brick work in ground floor Cement, sand mortar 1:5	m3	301.07	17,664.81	5,318,344.35
191	07-02-b	Add extra on Item 07-01 for brickwork in Second floor	m2	2,964.86	1,515.08	4,492,000.09
192	11-10-c	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	1,176.13	499.22	587,147.62
193	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	m2	2,829.70	519.49	1,470,000.85
194	11-26	Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height	m2	12,017.48	63.43	762,268.76
195	11-34	Supply & apply acrylic wall coating 2mm thick of approved quality over plastered surface	m2	278.81	2,022.63	563,929.47
196	11-35	Providing and laying of Wall Paper (Imported) of approved quality, shade and color including all other fitting requirements complete in all respects.	m2	278.81	1,027.82	286,566.49
197	07-36-a	Masonry with Facing/Special Bricks in cement sand mortar 1:2 upto 10 ft. height (4-1/2" thick)	m3	102.46	21,202.57	2,172,415.32
198	07-37	Add extra on Item 07-38 for every 30 ft additional height or part thereof	m3	102.46	707.34	72,474.06
199	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	60.91	17,035.28	1,037,618.90
200	10-58-c	Providing and Fixing of porcelain full body tiles 20" x 20" x 3/8 of approved colour of shade, joint using spacers in white cement with pigment laid on base of CM 1:2 etc complete in all respects	m2	1,248.10	3,975.79	4,962,183.50
201	12-47	Supply and Fixing accoustic mineral fibre tile ceiling fixed with aluminium tee hung by GI wire fixed in roof	m2	223.05	2,520.09	562,106.07
202	10-52	Providing and Fixing of Fancy design bath room tile of size 12" x 12" in cement sand mortar 1 : 2 with finishing of joints in white cement / Readymade filler complete in all respect	m2	266.61	2,124.61	566,442.27
203	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost	m2	86.66	11,848.78	1,026,815.27

13

204	10-60-a	Providing and laying 3/4"(19mm) thick Granite Black polished tiles of approved quality of any size on floor over 3/8" thick base cement sand mortar 1:3 including setting the tiles with portland cement slurry over cement sand jointing and washing the tiles with cement slurry of matching color including grinding, rubbing, polishing & mortar cost.	m2	33.53	11,848.78	397,289.59
205	12-70-a	Supply and Fixing MS Sheet 16 gauge (10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	m	142.38	2,139.62	304,639.10
206	12-08-b	First class deodar wood wrought joinery in doors and windows etc. complete : 1-3/4" thick	m2	68.96	32,136.59	2,216,139.25
207	12-79	Supply and fixing UPVC Flush doors with 60mm wide frame 2-2.5mm wall thickness inclusive of all accessories and galvanized iron support in any available Plain colour	m2	22.77	13,402.06	305,164.91
208	12-24-a-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	18.00	2,548.25	45,868.50
209	12-24-b-01	Extra for providing/fixing approved quality Rim locks : Imported	Each	18.00	1,090.61	19,630.98
210	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	Each	22.00	2,252.47	49,554.34
211	12-21-b	P/F hydraulic Door Closer (Best Quality)	Each	28.00	2,925.40	81,911.20
212	13-05-a	French polishing complete: On new work	m2	65.10	1,389.34	90,446.03
213	12-73-a	Providing and fixing First class deodar wood projected beading upto one sq.inch.(6.5sq.cm.) wide in section, designed, fixed around the panels of doors, windows of any description.	m	142.38	270.73	38,546.54
214	12-65-a-10	Supply and Fixing aluminium door/window, Sliding Window Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	194.19	14,283.17	2,773,648.78
215	12-61	MS flat 1/2"x1/8" grill in windows of approved design	m2	194.19	3,736.91	725,670.55
216	12-64-a-10	Supply and Fixing aluminium door/window, Fixed Glazing Deluxe model (1.60 mm gauge) Bronz/Black 4" section	m2	5.20	14,482.50	75,309.00
217	11-20-b	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	4,005.83	89.32	357,800.74
218	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	4,005.83	203.72	816,067.69
219	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	4,005.83	133.27	533,856.96
220	13-24	Extra labour for painting, varnishing etc from 20' height & above, for every additional 10'	m2	24,034.96	17.42	418,689.00
221	25-47	Supply and fixing of fancy type stainless steel chromium plate 2" dia pipes stair railing 3/4" dia pipe fixed on specified space on steps in horizontal positions, complete in all respects	m	42.68	5,151.13	219,850.23

14

222	25-33-a	Providing and fixing terrace railing 2" i/d conduit pipe 16 SWG, welded with 5/8" x 5/8" square bar 2.75 ft. high fixed at 5" centre to centre, in RCC slab with suitable arrangement, complete in all respects as per design and drawing.	m	49.39	4,509.98	222,747.91
223	28-23	Providing and fixing of 1-1/2" thick Thermopore in cavity wall, including all necessary fittings complete in all respect.	m2	139.41	409.05	57,025.66
224	16-57	Supply and Fixing polystyrene fill in expansion joints & under diaphragms at transoms.	m3	1.36	4,700.12	6,392.16
225	06-22	Providing and fixing 6" wide GI sheet 18 SWG stopper to expansion joint.	m	30.49	581.36	17,725.67
226	06-07-a-02	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:1.5:3)	m3	2.29	22,220.48	50,884.90
227	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	m3	30.26	19,446.34	588,446.25
228	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	104.14	1,232.79	128,382.75
229	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	m2	125.37	1,166.35	146,225.30
230	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	m2	5.58	1,010.20	5,636.92
231	06-07-e	Add extra labour for RCC in 2nd & subsequent storeys	m3	97.65	1,340.19	130,869.55
1.7 - WORK AT TOP FLOOR						
232	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	Tonne	3.58	306,713.50	1,098,034.33
233	06-08-C	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	Tonne	1.53	303,008.50	463,603.01
234	07-05-a-04	1st class brick work in ground floor Cement, sand mortar 1:5	m3	67.09	17,664.81	1,185,132.10
235	07-05-c	Add extra on item No.07-05 for brick work in Third floor	m3	67.09	2,363.87	158,592.04
236	25-45-a	Supplying and Fixing 18 SWG MS Sheet Door with angle iron frame (1.5"x1.5"x1/8"), bolt, hinges, paint etc complete	m2	2.37	11,557.74	27,391.84
237	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	Each	1.00	2,252.47	2,252.47
238	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	m3	97.99	17,035.28	1,669,287.09
239	06-16-a+bx2	Extra labour for laying concrete (plain or reinforced) From 20' upto 40' height & For every extra 10' height.	m3	97.99	2,680.30	262,642.60
240	11-10-c	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:4)	m2	43.94	499.22	21,935.73
241	11-11-b	Cement plaster 1:5, upto 20' height 1/2" thick	m2	1,286.66	508.83	654,691.21

Handwritten signature

15

242	11-26	Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height.	m2	3,991.80	63.43	253,199.87
243	07-36-a	Masonry with Facing/Special Bricks in cement sand mortar 1:2 upto 10 ft. height (4-1/2" thick)	m3	8.39	21,202.57	177,889.56
244	07-37	Add extra on Item 07-38 for every 10 ft additional height or part thereof	m3	53.90	235.78	12,708.54
245	12-64-b-03	Supply and Fixing aluminium door/window, Fixed Arch Deluxe model (1.60 mm gauge) 3" section	m2	2.79	10,828.13	30,210.48
246	11-20-b	Providing and applying wall putty of 2mm thickness over plastered surface to prepare the surface even and smooth complete.	m2	1,330.60	89.32	118,849.19
247	13-22-a	Preparing surface and painting with emulsion paint : First coat	m2	1,330.60	203.72	271,069.83
248	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat.	m2	1,330.60	133.27	177,329.06
249	13-24	Extra labour for painting, varnishing etc from 20' height & above, for every additional 10'.	m2	2,661.20	17.42	46,358.10
250	10-22-a	1.5" thick mosaic flooring, including rubbing & polishing complete : Using grey cement	m2	140.52	3,010.08	422,976.44
251	10-18	Extra labour for each storey above ground for mosaic, conglomerate, tiles, stone & wood floor	m2	140.52	161.98	22,761.43
252	14-37-d	Providing & Fixing Steel manhole cover with frame 18"x18" full heavy duty	Each	24.00	5,208.00	124,992.00
253	24-40	Supplying and Fixing PVC Water Stopper 8" wide 3/8" thick. Providing and fixing PVC water stopper 8" wide 3/8" thick in verticle (Wall/Column) or horizontal (Floor/Slab) expansion joint including cutting and jointing complete in all respects.	m	34.45	736.90	25,386.21
254	09-06	Single layer of tiles 12"x6"x2" laid over 4" earth and 1" mud plaster on top of RC roof slab	m2	1,286.62	2,075.27	2,670,083.89
255	09-16	Khuras on roof 2"x2"x6"	Each	40.00	1,478.69	59,147.60
256	09-17	Bottom khuras of brick masonry in c/s mortar 1:6, 4"x2"x4.5" over 3" cem. concrete 1:4:8	Each	40.00	2,504.05	100,162.00
257	NSI	Supply and laying one layer of heavy duty polythene sheet & 2 coats of bitumen laid hot as per instructions and approval of the Engineer.	m2	967.47	735.00	711,090.45
SUB TOTAL OF (S.I)					= Rs.	443,358,848.44
					in Million	= Rs. 443.359

And Jule

[Signature]

668/250273 - Construction of 10 Govt. Colleges in Khyber Pakhtunkhwa on Need Basis (Including Degree College for boys Mansehra City)						
Sub Head: Construction of Govt. Girls Degree College Salarzai District Bajaur						
ENGINEER'S COST ESTIMATE						
02 : INTERNAL ELECTRIFICATION						
S.No	MRS 2025 Item Code.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
		NOTE				
		The Contractor should note that only material Listed in Annexure " A" from the approval manufactures shall be allowed to be used on this project. Where more than one manufactures is specified against any item the				
		NOTE				
		Supply, installation, testing and commissioning of the following items of work (unless specifically stated otherwise) including all				
1	15-50	Wiring of light/fan/call-bell point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	1,200.00	2406.52	2,887,824.00
2	15-51	Wiring of 2/3-pin 5-Amp. plug point in 3/0.029" PVC insulated bare cable in PVC pipe recessed	Each	450.00	950.05	427,522.50
		Providing & Installation of following Sizes PVC Pipe Approved Brand For wiring / main sub main Cables purpose, Payments shall be paid				
3	15-02-b-02	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 3/4" i/d	m	980.00	424.44	415,951.20
4	15-02-b-03	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 1" i/d	m	1,350.00	435.15	587,452.50
5	15-02-b-06	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 2" i/d	m	370.00	699.34	258,755.80
6	15-02-b-08	Supply and Erection PVC pipe for wiring purpose complete Recessed in walls including chase etc : 4" i/d	m	125.00	1069.38	133,672.50
		Supply an Erection of single core PVC insulated copper conductor cable 250/440V & 660/1100V Approved Brands Cables Payments shall be paid as per actual length installed at site complete in all respects as per Instruction of Engineer Incharge.				
7	15-05-a	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 3/0.029" 1/2" i/d	m	5,200.00	104.92	545,584.00
8	15-05-c	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.029"	m	8,350.00	191.88	1,602,198.00
9	15-05-d	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.036"	m	3,400.00	240.74	818,516.00
10	15-05-e	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 7/0.044"	m	7,000.00	384	2,688,000.00

Amir J. J.

17

	NOTE	Supply an Erection of Ceiling Fans, Bracket Fans, Exhaust Fans Approved Brands Fans complete in all respects as per Instruction of Engineer Incharge.				
11	15-67	Making hole in wall with necessary masonry work for exhaust fan any size complete	Each	80.00	322.58	25,806.40
12	15-68-c	Supply and Erection best quality AC ceiling fan complete with GI rod, canopy, blades & regulator : 56" sweep	Each	335.00	10148.81	3,399,851.35
13	15-78	Supply and Fixing of 18" dia Direct axial Wall Bracket fan, 1450Rpm, Max 50db sound level Fan shall be made with 99% purity Copper windings	Each	12.00	10014.41	120,172.92
14	15-77-c	Supply and fixing electric AC exhaust/fresh air circulation (Double way) 220/230 single phase plastic frame body and blade complete 12"x12"	Each	65.00	5879.57	382,172.05
	NOTE	Supply & Erection of Transpower auto circuit breaker 3-phase / 1- phase 400V Approved Brands complete in all respects as per Instruction of Engineer Incharge.				
15	15-71-b	Supply and Erection single phase imported auto circuit breaker 15 Amp.	Each	150.00	717.04	107,556.00
16	15-71-c	Supply and Erection single phase imported auto circuit breaker 20 Amp.	Each	120.00	1013.44	121,612.80
17	15-70-a	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 30 Amp.	Each	25.00	2095.2	52,380.00
18	15-70-b	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 60 Amp.	Each	10.00	2342.2	23,422.00
19	15-70-c	Supply and Erection transpower auto circuit breaker 3-phase, 400V fungus moisture proofing : 100 Amp.	Each	5.00	4108.99	20,544.95
20	15-72-b	Supply and Erection of bus bars 500 volts 3 phase AC supply with 4 copper bars - 100 Amp with bar size 1 1/2" X 1/8"	Each	5.00	10612.5	53,062.50
21	15-72-a	Supply and Erection of bus bars for 500 volts 3 phase AC S/W 4 copper bars 40 Amp with bar size 1 1/2" X 1/8"	Each	10.00	10581.63	105,816.30
22	15-75-b	Supply and Erection cubical type factory fabricated floor/wall mounting steel main board comp. : Recessed	m2	12.00	33481.14	401,773.68
23	15-25	Supply and Erection girder clamp hook, 5/8" dia. for hanging ceiling fans	Each	335.00	276.06	92,480.10
	NOTE	Supply an Erection of four core PVC insulated non armored copper conductor 600/1000 Volt grid Approved Brands Cables with copper Thimbles of appropriate size, all punching both				
24	15-05-g	Supply and Erection single core PVC insulated copper conductor 250/440 V grade cable : 19/0.064"	m	250.00	1321.6	330,400.00
25	15-122-b	Supply at site, installation, testing and commissioning of PVC insulated un-armoured copper conductor cable 600 / 1000 Volt grade for otherwise mentioned	RMtr	250.00	2544.99	636,247.50

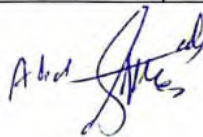
18

26	15-122-c	Supply at site, installation, testing and commissioning of PVC insulated un-armoured copper conductor cable 600 / 1000 Volt grade for otherwise mentioned	RMtr	240.00	3483.82	836,116.80
27	15-122-d	Supply at site, installation, testing and commissioning of PVC insulated un-armoured copper conductor cable 600 / 1000 Volt grade for otherwise mentioned	RMtr	150.00	5311.38	796,707.00
28	15-122-e	Supply at site, installation, testing and commissioning of PVC insulated un-armoured copper conductor cable 600 / 1000 Volt grade for otherwise mentioned	RMtr	120.00	7296.57	875,588.40
28	15-158	Providing and fixing of 150 mm dia RCC pipe for power cable, including excavation, sand bedding, back-filling, accessories, manholes, etc	Meter	80.00	660.51	52,840.80
	NOTE	Supply, installation, testing & commissioning of Switches, Socket & Ascariases Approved Brands including appropriate size outlet box of 16 SWG MS sheet recessed in wall, column,				
29	15-09-a	Supply and Erection MS sheet box of 16 SWG, 4"deep with 3/16" thick bakelite sheet top etc. complete : 3"x3" powder coated	Each	450.00	374.29	168,430.50
30	15-09-b	Supply and Erection MS sheet box of 16 SWG, 4"deep with 3/16" thick bakelite sheet top etc. complete : 3"x6" powder coated	Each	250.00	486.5	121,625.00
31	15-127-i	Supply at site, installation, testing and commissioning of 2 & 3 pin switched socket unit 5/10 Amps, 250Volts, round pin including appropriate size MS, powder coated back box, complete in all respects.	Each	150.00	858.11	128,716.50
32	15-127-j	Supply at site, installation, testing and commissioning of 3 pin switched socket unit 13/15 Amps, 250Volts, round pin including appropriate size MS, powder coated back box, complete in all respects.	Each	200.00	953.72	190,744.00
33	15-127-k	Supply at site, installation, testing and commissioning of 3 pin switched socket unit 20 Amps, 250Volts, round pin including appropriate size MS, powder coated back box, complete in all respects.	Each	100.00	774.7	77,470.00
34	15-127-a	Supply at site, installation, testing and commissioning of the One gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects.	Each	20.00	383.87	7,677.40
35	15-127-b	Supply at site, installation, testing and commissioning of Two gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects.	Each	30.00	632.1	18,963.00
36	15-127-c	Supply at site, installation, testing and commissioning of Three gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects.	Each	30.00	842.56	25,276.80

Abdul Jaleel
5

19

37	15-127-d	Supply at site, installation, testing and commissioning of Four gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects	Each	50.00	1027.81	51,390.50
38	15-127-f	Supply at site, installation, testing and commissioning of Six gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects	Each	60.00	1444.52	86,671.20
39	15-127-g	Supply at site, installation, testing and commissioning of the Eight gang light control switches 10 Amps, 250Volts one way, including appropriate size concealed MS, powder coated back box, complete in all respects	Each	35.00	1863.41	65,219.35
40	15-127-m	Supply at site, installation, testing and commissioning of Fan Dimmer with switch/ MS, powder coated back box with all associated accessories, complete in all respects	Each	335.00	990.76	331,904.60
41	15-127-l	Supply at site, installation, testing and commissioning of Push Button 10 Amps, 250Volts, including appropriate size MS, powder coated back box, complete in all respects	Each	30.00	1895.34	56,860.20
42	15-154-c	Providing and fixing of Light point controlled by two way switch wiring (including circuit wiring with 2.5 mmsq conductors and 2.5 mmsq green/yellow conductors)	No	15.00	1812.76	27,191.40
43	15-210	Furnish & Install of Volt: meter up to 500 volt	No	10.00	1344.71	13,447.10
44	15-196	Supply & Erection of TV Cable	Each	120.00	169.82	20,378.40
45	15-178	Supply & Erection of TV socket	Each	120.00	547.76	65,731.20
46	15-36-i-18	Supply, installation, testing and commissioning of 1x5 watt reflector surface mounted LED light fixture with frosted lens, complete with driver	Each	50.00	2658.01	132,900.50
47	26-01-c-06	Supply and Erection of AC ENERGY EFFICIENT LED LIGHT BULBS (16-20 W)	No	200.00	839.43	167,888.00
48	15-36-i-11	Supply, installation, testing and commissioning of 1x160 Watt, Highbay LED light, complete in all respects.	Each	20.00	24764.52	495,290.40
49	15-55-b	Supply and erection of fancy wall type bracket with brass holder & fancy shade: Double	Each	40.00	3791.02	151,640.80
50	15-135-b	Supply at site, fabrication and installation of GI perforated cable tray 14 SWG 8 ft. to 10 ft. long with sides 3" high to be installed	m	350.00	4891.8	1,712,130.00
51	15-135-a	Supply at site, fabrication and installation of GI perforated cable tray 16 SWG 8 ft. to 10 ft. long with sides 3" high to be installed on wall, or in vertical, or above false	m	150.00	4725.68	708,852.00
52	15-41	Earthing of iron clad/aluminium switches etc with GI wire #8 SWG in GI pipe 0.5" dia	Job	2.00	16458.83	32,917.66
53	15-106	Supply, installation, testing & commissioning of Lightning Protection System	Each	2.00	35778.5	71,557.00
54	15-107	Supply, installation, testing & commissioning of Lightning Protection System	Each	1.00	118487	118,487.00



20

TOTAL COST OF (S.I)				= Rs.	23,849,386.56	
in Million				= Rs.	23.849	
NON-SCHEDULE ITEMS						
55	NSI	Floor Mounts Utility Box Supply, Installation, Testing and Commissioning of Floor Mounts Utility Box 16 SWG Water proof Powder Coated colour Size 12x12x2.5 as per Technical Specification complete in all respects as per Instruction of Engineer Incharge	Each	20.00	8,642.00	172,840.00
56	NSI	Volt meters with selector switch VSS for Distribution boards, 3 no's Indication panel lights, Control fuses complete with all respects as approved by the Engineer Incharge	Set	5.00	6,163.00	30,815.00
57	NSI	MAIN L.T PANEL BOARD WAPDA Design, Fabrication, manufacturing supply, installation, testing and commissioning of LT Switch board 415 volts design with angle frame work. The frame shall be clad with 14 SWG	Each	1.00	1,045,000.00	1,045,000.00
58	NSI	Supply an Erection of 4 Core CU PVC / PVC / SWA / PVC Cable armored copper conductor 600 / 1000 Volt grid cable with copper Thimbles of				
59	NSI	150 mm 4 Core CU PVC / PVC / SWA / PVC Cable	Mtrs	70.00	28,760.00	2,013,200.00
60	NSI	150 mm 4 Core CU PVC / PVC / SWA / PVC Cable	Mtrs	80.00	23,474.00	1,877,920.00
61	NSI	120 mm 4 Core CU PVC / PVC / SWA / PVC Cable	Mtrs	100.00	18,779.20	1,877,920.00
62	NSI	95 mm 4 Core CU PVC / PVC / SWA / PVC Cable	Mtrs	120.00	15,649.33	1,877,920.00
SUB TOTAL OF (N.S.I)				= Rs.	8,895,615.00	
in Million				= Rs.	8.896	
TOTAL COST OF (S.I & N.S.I)				= Rs.	32,745,001.56	
in Million				= Rs.	32.75	

Sub Divisional Officer
Building Sub Division Khar

Alber Ali

[Signature]

21

668/250273 - Construction of 10 Govt. Colleges in Khyber Pakhtunkhwa on Need Basis (Including Degree College for boys Mansehra City)						
Sub Head: Construction of Govt. Girls Degree College Salarzai District Bajaur						
03 : INTERNAL WATER SUPPLY AND SEWERAGE SYSTEM						
S.No	MRS 2025 Item Code.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
SCHEDULE ITEMS						
1	14-70-a	Providing and Fixing of pipe type B nikasi system including testing in all respect 110 mm	m	700.00	3,131.13	2,191,791.00
2	14-70-b	Providing and Fixing of pipe type B nikasi system including testing in all respect 75 mm	m	580.00	1,890.05	1,096,229.00
3	14-71-a	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 25 mm(including all special etc)	m	900.00	656.02	590,418.00
4	14-71-b	Providing and Fixing of polydex high pressure PPR (green including testing ect complete 20 mm(including all special etc)	m	400.00	475.24	190,496.00
5	14-55-a	Providing and Fixing GI pipe & including specials complete 2" dia (light)	m	200.00	2,835.16	567,032.00
6	14-55-b	Providing and Fixing GI pipe & including specials complete: 1.5" dia (light)	m	350.00	2,344.40	820,540.00
7	14-163-d	G.I. water pipes (in burried conditions) conforming to BS-1387, Medium Grade, l/c all fittings, wrapping polythene tape, giving anticorrosion treatment, applying protective painting, making holes in concrete or masonry and then repairing holes, flushing, disinfecting, testing and commissioning etc. of approved make, of the following diameters,complete in all respects. '1½" (40 mm) Nominal Pipe Size (NPS)	m	350.00	2,199.66	769,881.00
8	14-55-d	Providing and Fixing GI pipe & including specials complete 1" dia (light)	m	200.00	1,408.12	281,624.00
9	14-55-e	Providing and Fixing GI pipe & including specials complete: ¾" dia (light)	m	200.00	1,065.36	213,072.00
10	14-55-f	Providing and Fixing GI pipe & including specials complete: ½" dia (light)	m	250.00	782.52	195,630.00
11	14-01-a	Providing and Fixing glazed earthen ware WC European type of approved size excluding cost of seat & cover, complete in all respects: White	Each	18.00	16,874.87	303,747.66
12	14-02-b	Providing and Fixing double seat & cover only : Plastic	Each	18.00	947.76	17,059.68
13	14-03-a	Providing and fitting glazed earthenware water closet (WC), squatter type (orisa pattern) combined with foot rest. complete in all respects : White	Each	60.00	4,106.76	246,405.60
14	14-157	P-Trap (uPVC) for squatting type WC 4"	Each	60.00	1,364.37	81,862.20



22

S.No	MRS 2025 Item Code.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
15	14-10-b	Providing and Fixing glazed earthen ware low down flushing cistern 3 gallons (13.63 Liters) capacity including bracket set, copper connection, etc. complete in all respects: Coloured	Each	18.00	9,215.05	165,870.90
16	14-32-a	Providing and Fixing 'P' trap of approved quality including GI grating & PCC chamber 4" (100 mm) of cast iron (Best Quality)	Each	78.00	1,515.54	118,212.12
17	14-24-b	Providing and fixing chromium plated (CP) bib-cock heavy duty of approved quality : 1.5 cm 1/2"	Each	158.00	1,756.04	273,942.24
18	14-25-a	Providing and fixing chromium plated (CP) tee stop cock 1.5 cm (1/2") of approved quality	Each	80.00	1,817.78	145,422.40
19	14-05-a-07	Providing and Fixing glazed earthen ware wash hand basin (WHB) complete size 58x40 cm (22"x16"), including bracket set, waste coupling, complete in all respects: White without pedestal (Normal Quality)	Each	2.00	4,498.62	8,997.24
20	14-159	Undercounter Vanity type wash hand basin of approved make, colour, size, shape and quality, including jointing and sealing material, etc. with all accessories for complete installation.	Each	76.00	12,095.70	919,273.20
21	14-46-a	Providing and Fixing angle iron brackets for : Wash hand basin (WHB) and cistern	Each	76.00	542.54	41,233.04
22	14-41-b	Providing and fixing chromium plated CP waste coupling of approved quality : 1.5" (40 mm)	Each	40.00	641.34	25,653.60
23	14-47-c	Providing and Fixing 1/2" dia connection including check nuts etc chromium plated (CP) connection	Each	40.00	496.76	19,870.40
24	14-31-b	Providing and Fixing cast iron (CI) floor trap approved quality including CI grating & concrete chamber all round : 4"x3" (100 mm x 75 mm)	Each	36.00	1,116.20	40,183.20
25	14-27-a	Providing and fixing chromium plated (CP) mixing valve for wash hand basin (WHB), sink or shower of approved (Best) quality	Each	76.00	4,003.74	304,284.24
26	14-17-a	Providing and fixing best quality looking glass 5 mm thick neatly fitted on masonry wall etc. as per instruction of Engineer In-charge complete. Mirror 60 x 45 cm (24"x18") size	Each	76.00	2,697.62	205,019.12
27	14-13	Providing and fixing chromium plated soap dish complete.	Each	76.00	1,052.08	79,958.08
28	14-15	Providing and Fixing CP (chromium plated) toilet paper holder complete	Each	76.00	1,274.38	96,852.88
29	14-18-a	Providing and fixing best quality 5mm glass shelf (60 x 13) cm 24"x5" complete: With chromium plated brackets & railing	Each	76.00	1,349.98	102,598.48
30	14-16-a	Providing and Fixing chromium plated (CP) towel rail complete: 60 cm (24") long and 2 cm (3/4") dia	Each	76.00	1,347.25	102,391.00

Abdul Aziz

23

S.No	MRS 2025 Item Code.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
31	14-26-a	Providing and fixing chromium plated (CP) shower rose complete : Size 1/2"x4" (15 mm x 100 mm) (Best Quality)	Each	5.00	1,447.28	7,236.40
32	14-86	Providing & fixing chromium plated double bib-cock with Muslim Shower of approved quality Complete is all respects.	Each	78.00	3,039.58	237,087.24
33	14-33	Providing and Fixing 4" gully trap of approved quality including cement concrete cost of PVC grating 6" x6" (150 x 150 mm) and masonry chamber 12"x12" (300 x 300 mm).	Each	15.00	2,296.97	34,454.55
34	14-74-b	Providing and Fixing in positloin Gas water with fittings including thermostat, safety valve etc:- 35 Gallon Best Quality	Each	12.00	44,173.75	530,085.00
35	14-115-b	Providing and Fixing of Suigas Burner (Double) Stainless steel best quality	Each	2.00	10,417.63	20,835.26
36	14-158	Grab bar (ROCA make) with W.C of special person's toilet including all fittings with complete installation.	No	16.00	2,623.62	41,977.92
37	14-160-b	Electric water coolers of 25-30 litres capacity, including inlet and outlet connections, gate valve on inlet, electric connection upto power socket, and all other accessories for complete installation.	Each	10.00	28,594.75	285,947.50
38	14-161	Triple water filter (10") including inlet and outlet connections, power supply, and all accessories for complete installation.	Each	10.00	10,868.24	108,682.40
TOTAL COST OF (S.I)					= Rs.	11,481,856.55
In Million					= Rs.	11.482

Sub Divisional Officer
Building Sub Division khar

Abul Kalam

24

CCTV CAMERA SYSTEM						
S.No	MRS 2025 Item Code.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
SCHEDULE ITEMS						
1	15-139-d	Supply and Installation of Indoor Dome Camera, 1/3" CCD, 550TV lines, 0.1lx (F2.0), Internal Sync., AWB / BLC / AGC Mirror On-Off Control, varifocal lens 3.6mm, Gray color case, DC12V, PAL, HDC-890P-36 completed in all respect	Each	25.00	20,750.77	518,769.25
2	15-139-f	Supply Installation of 32-Channel Digital Video Recorder, real time display 400ips and with Built-in DVD writer, XtraStor/MPEG4 compression, 1TB, HDD, SATA port with remote viewing and management software HNDR-E1648L-N-D-E, Honeywell completed with all respect	Each	1.00	100,950.50	100,950.50
3	15-139-k	Installation and Cabling (RG-11 Coaxial Cable through approved 3A" PVC conduit)	Meter	8,000.00	150.35	1,202,800.00
4	15-139-l	Supply and installation of 40" LED monitor of best quality	Each	5.00	74,745.15	373,725.75
TOTAL COST OF (S.I)					= Rs.	2,196,245.50
in Million					= Rs.	2.196

Sub Divisional Officer
Building Sub Division Khar

25

FIRE ALARM SYSTEM & FIRE EXTINGUISHERS						
S.No	MRS 2025 Item Code.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
SCHEDULE ITEMS						
1	15-131-a	Supply, testing and commissioning of 2 core 1.5mm. Sqmm stranded copper conductor tin coated with drain PVC insulated wires 600/1000 V. grade, fire resistant, LSZH Cu Conductor to be pulled in already installed 20mm dia. heavy duty PVC conduit recessed in wall, columns, slab, floor or above false ceiling with all necessary fixing accessories as per site conditions.	Point	150.00	6,441.25	966,187.50
2	15-131-b	Supply, installation, testing & commissioning of Analogue Addressable Manual Call Point / Pull Station with Base and Back Box with Key UL Listed complete in all respects.	Each	15.00	9,204.11	138,061.65
3	15-131-c	Supply, installation, testing & commissioning of Analogue Addressable Sounder with Flasher, 24 VDC, Mounting Base and with Base and Back Box with Key UL Listed complete in all respects.	Each	15.00	18,017.17	270,257.55
4	15-131-d	Supply, installation, testing & commissioning of Analogue Addressable Optical Smoke Detector with Base; 24 VDC; UL LISTED, low voltage, solid state, Not Radio Active type, uni-polar and dual chamber with LED alarm indication to be installed on RCC slab, complete in all respects.	Each	80.00	13,755.01	1,100,400.80
5	15-131-e	Supply, installation, testing & commissioning of Addressable Heat Detector.	Each	12.00	8,172.81	98,073.72
6	15-131-G	Supply, installation, testing & commissioning of Micro processor based Fire Alarm Control Panel, suppression consisting of loops and can address around 125points, indicating circuits, including 2x12V VDC Batteries, suppression zone built in power supply, including stand by battery, alarm and trouble indication, silence alarm and reset system, general alarm and reset system,	Each	1.00	325,111.81	325,111.81
7	14-145-a	Providing and fixing Fire Extinguisher of approved quality and manufacturer best design including all fittings complete in all respects. : 6kg	Each	12.00	13,258.13	159,097.56
SUB TOTAL OF (S.I)					= Rs.	3,057,190.59
in Million					= Rs.	3.06

Sub Divisional Officer
Building Sub Division Khar

26

08 : BASIC NETWORKING						
S.No	MRS 2025 Item No.	Description of Items	Units	Quantity	Item Rate (Rs)	Total Amount (Rs)
1	NOTE	Layer 3 (Core)Level Network switch Managable for Data Rack,24 port Giga Ethernet.				
	15-136-a	Supply at site, installation, testing and commissioning of Layer 3 (Core) Level Network Switch, Managable for Data Rack, 24 Port Giga Ethernet (10/100/1000) with Copper & Fiber Uplink	Job	1.00	359,407.31	359,407.31
2	NOTE	Layer 2 (Edge)Level Network switch Managable for Data Rack,24 port Giga Ethernet.				
	15-136-B	Supply at site, installation, testing and commissioning of Layer 2 (Edge) Level Network Switch, Manageable for Data Rack, 24 Port Giga Ethernet	Each	4.00	106,284.70	425,138.80
3		Data Point Wiring with (UTP-Cat-6) Network Cable.				
	15-136-C	Supply at site, installation, testing and commissioning of U/UTP, 4 pair Cat 6a (500 MHz) Network Cable supports (10 Giga) laid in PVC Conduit , with pure	Each	80.00	7,431.79	594,543.20
4		Server rack 42U 800x1000 PERFORATED 02x Fix 01x SLIDING TRAYS :04 FAN :2x06 WAY ALL PDU				
	15-136-I	Supply at site, installation, testing and commissioning of data cabinet of approximate size as mentioned below,	Each	3.00	137,012.00	411,036.00
5		UTP- Patch cords cat_ (1.0G) Supply at site, installation, testing and commissioning of UTP, Cat 6a Patch cords1m (support 10 Giga Network) to be installed inData Cabinets				
	15-141-B	Supply, installation, Testing and commissioning of UTP Cat-6a Patch Cords 1m (Supports 10 Giga Network) to	Each	8.00	698.99	5,591.92
6	15-141-C	Supply, installation, Testing and commissioning of UTP Cat-6a Patch Cords 3m (Supports 10 Giga Network) to be Installed in Data Cabinets	Each	8.00	1,895.51	15,164.08
7		Modular Patch Panel 24 Ports Loaded with Cat-6 Keystone Jacks (01 No,s for Each Data Cabinet)				
	15-143-A	Supply, installation, testing and commissioning of the following Fiber Optic Cables to be installed in conduits,	m	150.00	207.41	31,111.50
TOTAL COST OF (S.I)					= Rs.	1,841,993
in Million					= Rs.	1.84

Abdullah

Sub Divisional Officer
Building Sub-Division Khar

27

BOQ						
DEVELOPMENTAL WORKS						
Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 BI	Description of Items	Quantity	Units	Rate	Amount (Rs)
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	56.63	m3	360.39	Rs. 20,408.89
2	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	2.83	m3	12340.58	Rs. 34,923.78
3	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	123.86	m3	Rs. 19,448.34	Rs. 2,408,623.67
4	06-16-a	Extra labour for laying concrete (plain or reinforced) From 20' upto 40' height	247.72	m3	1786.92	Rs. 442,655.82
5	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	20.03	Tonne	Rs. 308,713.50	Rs. 6,143,471.41
6	06-47-b	Erection and removal of Form work with Steel Surface Finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	765.8	m2	1010.2	Rs. 773,611.16
7	06-47-c	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Horizontal	111.27	m2	1166.35	Rs. 129,779.76
8	10-03-a	Provide, lay, water & ram 4" thick clean coarse sand under floor / brick paving, complete	21.74	m3	1086.17	Rs. 23,613.34
9	11-13	Applying floating coat of cement 1/32" thick	70.26	m2	307.29	Rs. 21,590.20
10	11-26	Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height	70.26	m2	63.43	Rs. 4,456.59
11	11-06-a	Provide/lay machine sprayed plaster 1/2" thick using cement & zero gauge chips : Ratio 1:1	63.38	m2	913.48	Rs. 57,896.36
12	11-29	Extra cost of labour & material for red oxide pigment in cement pointing to match bricks	318.91	m2	103.5	Rs. 32,800.19
13	25-33-a	Providing and fixing terrace railing 2" i/d conduit pipe 16 SWG, welded with 5/8" x 5/8" square bar 2.75 ft. high fixed at 5' centre to centre, in RCC slab with suitable arrangement, complete in all respects as per design and drawing.	69.51	m	4509.98	Rs. 313,488.71
14	24-34	Supplying and Fixing flat iron (2"x3/8") ladder for OHR, holes @ 15" c/c, steps of MS bars 5/8" i/d & paint compl	36.59	m	5105.95	Rs. 186,826.71
15	24-40	Supplying and Fixing PVC Water Stopper 8" wide 3/8" thick. Providing and fixing PVC water stopper 8" wide 3/8" thick in verticle (Wall/Column) or horizontal (Floor/Slab) expansion joint including cutting and jointing complete in all respects.	67.07	m	736.9	Rs. 49,423.88
16	24-16-a-01	Providing, laying, cutting, jointing, testing and disinfecting GI pipeline in trenches, with socket joint, using GI pipes of EN 10255 - 2004 (Heavy Approved Quality) including specials etc. Complete as per specifications except excavation. 1/2" Nominal Pipe Size (NPS)	121.95	m	803	Rs. 97,925.85
17	24-16-c-08	Providing, laying, cutting, jointing, testing and disinfecting GI pipeline in trenches, with socket joint, using GI pipes of EN 10255 - 2004 (Approved Light quality) including specials etc. Complete as per specifications except excavation. 3" Nominal Pipe Size (NPS)	91.46	m	3701.02	Rs. 338,495.29

Abdel S. H. 2024

28

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 BI	Description of Items	Quantity	Units	Rate	Amount (Rs)
18	24-16-a-09	Providing, laying, cutting, jointing, testing and disinfecting GI pipeline in trenches, with socket joint, using GI pipes of EN 10255 - 2004 (Heavy Approved Quality) including specials etc. Complete as per specifications except excavation. 4" Nominal Pipe Size (NPS)	91.46	m	7745.08	Rs. 708,365.02
19	24-22-a-01	Providing and Fixing of Sluice valve of BSS quality (BS 5163) for GI, PVC, MS, HDPE and also for all type of pipes i/c rubber sheet, jointing material complete in all respect PN-16, 3" (75 mm) dia of Valve	4	no	39874.54	Rs. 159,498.16
20	24-22-b-01	Providing and Fixing of Sluice valve of BSS quality (BS 5163) for GI, PVC, MS, HDPE and also for all type of pipes i/c rubber sheet, jointing material complete in all respect PN-16, 4" (100 mm) dia of Valve	4.00	Each	Rs. 49,911.98	Rs. 199,647.92
21	24-33-d	Supplying and fixing, cast iron manhole cover with frame, etc. (Heavy Type) of approved quality complete. 24" (600 mm) dia.	4.00	Each	Rs. 4,473.04	Rs. 17,892.16
22	07-39-a	Providing and Fixing Face Work with Brick Tiles (Gutka) of size 2" x 2" x 9" on interior, exterior wall with cement sand mortar 1:3 including ties and scaffolding complete in all respects.	46.00	m2	Rs. 2,640.13	Rs. 121,445.98
23	07-19-c	Add extra on item No. 07-18 for perf. 1st class brick work in Third floor	46.00	m2	Rs. 809.88	Rs. 37,254.48
24	11-18-a	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:2	46.00	m2	Rs. 561.34	Rs. 25,821.64
25	11-26	Extra for lime, mud or cement plaster & pointing from 20' & above for each additional 10' height	184.01	m2	Rs. 63.43	Rs. 11,671.75
26	13-25-a	Preparing surface & painting with snowcem / weathershield paint : First coat	250.93	m2	Rs. 344.07	Rs. 86,337.49
27	13-25-b	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats	250.93	m2	Rs. 189.84	Rs. 47,586.37
TOTAL COST (Rs.)						Rs. 12,495,513
TUBE WELL						
1	24-41	Conducting Elec: Resistivity survey of the area and furnishing its	1.00	No	Rs. 37,258.38	Rs. 37,258.38
2	24-01-a	Mobilization of plant, equipment and camping arrangements etc & demobilization after completion	1.00	Job	Rs. 76,186.66	Rs. 76,186.66
3	24-02-a-09	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from ground level upto 328 ft depth (0m to 100m)	100.00	m	Rs. 17,564.64	Rs. 1,756,464.00
4	24-02-b-01	Drilling of Bore holes for tube well in all types of soil and soft rock except hard rock from depth of 228 ft to 328 ft (100m to 100m)	80.00	m	Rs. 20,178.64	Rs. 1,614,291.20
5	24-42	Logging of bore hole with electrical equipment and furnishing reports.	1.00	Job	Rs. 27,309.40	Rs. 27,309.40
6	24-10-d-03	Providing and installing PVC ball plug in tubewell BSS Class 'D' working pressure : 10" (250 mm) i/d	1.00	Each	Rs. 8,595.16	Rs. 8,595.16
7	24-09-c-03	Providing and installing PVC Strainer BSS Class "D" of approved make \ quality in tubewell bore hole, including socket	30.00	m	Rs. 7,163.73	Rs. 214,911.90
8	24-12-c-03	Providing and installing PVC blind pipe BSS Class "D" in Tube Well Bore Hole including Sockets and Solvents and jointing with strainer etc. complete : 10" Nominal Pipe Size (NPS) (250 mm)	150.00	m	Rs. 14,296.03	Rs. 2,144,404.50

Abdul Jaleel

29

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 Bi	Description of Items	Quantity	Units	Rate	Amount (Rs)
9	24-14	Shrouding with graded pack gravel 3/8" (10 mm) to 1/8" (3 mm) around tubewell in bore hole complete as per specification:-	180.00	m	Rs. 347.67	Rs. 62,580.60
10	24-13-a	Cleaning and washing of tubewell with air compressor in all sizes and depth, 8" I/d and above	72.00	Hour	Rs. 3,364.85	Rs. 242,269.92
11	24-39-d	Supplying and Fixing MS Suspension Clamp 3/8" thick for housing pipe : 10" I/d	1.0	Each	Rs. 3,890.88	Rs. 3,890.88
12	24-36-a	Supplying and Fixing MS cap of 3/8" thick sheet : 10" I/d	1.0	Each	Rs. 5,718.95	Rs. 5,718.95
13	24-13-b	Testing and developing of tubewell with DNT unit 8" I/d and above complete as per specifications	48.00	Hour	Rs. 3,369.41	Rs. 161,731.68
14	24-05	Collection and submission at approved water testing laboratory of two water samples in bottles from each bore hole for testing.	2	Per set	Rs. 370.50	Rs. 741.00
15	24-09-c-03	Providing and installing PVC Strainer BSS Class "D" of approved make \ quality in tubewell bore hole including socket	20	m	Rs. 7,163.73	Rs. 143,274.60
16	24-81	Providing & installation of 20 BHP submersible pumping having a discharge 7000 gallons per hour including cost of oil	1	Each	Rs. 692,916.00	Rs. 692,916.00
TOTAL						Rs. 7,192,545
SUPPLY AND HOISTING						
1	24-31-g	S/H/J G.I. Flanged Pipe 4" I/d 5 mm thick	103.627	m	Rs. 1,977.000	Rs. 204,870.47
2	24-19-a-02	Providing and fixing cast iron special of BSS class "B", "C", "D" (such as bend, tee, cross collar, reducer, tail piece, flanged spigot, cap, flanged socket, taper, angle branch, plug, etc.) for cast iron pipe line, complete. (a) C.I. Specials with spigot and socket joint, 8" to 12" I/d	700.00	Kg	Rs. 292.530	Rs. 204,771.00
3	24-21-a	Providing and fixing sluice valve of BSS quality (BS 5163) and weight Class 'B' for Cast Iron & AC pipe line (including cost of jointing material):- a) 3" (75 mm) dia of Valve	6.00	Each	Rs. 25,057.760	Rs. 150,346.56
4	24-38-g	Supplying and Fixing Flanged Expansion Joints BSS 2035: 4" I/d	12.00	Each	Rs. 11,455.250	Rs. 137,463.00
5	14-55-a	Providing and Fixing GI pipe & including specials complete 2" dia (light)	352.027	m	Rs. 2,835.160	Rs. 998,052.36
6	14-55-d	Providing and Fixing GI pipe & including specials complete 1" dia (light)	200.000	m	Rs. 1,408.120	Rs. 281,624.00
7	14-28-d	Providing and fixing gun metal peet / gate valve (screwed) 50 mm & 63 mm (2") dia of approved quality.	8.00	Each	Rs. 7,441.540	Rs. 59,532.32
8	14-28-a	Providing and fixing gun metal peet / gate valve (screwed) 32 mm (1-1/4") dia of approved quality.	10.00	Each	Rs. 1,963.520	Rs. 19,635.20
Total:						Rs. 2,056,295
PUMPING CHAMBER						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	29.36	m3	Rs. 360.39	Rs. 10,581.05
2	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	10.18	m3	Rs. 12,340.56	Rs. 125,626.90
3	07-04-a-02	1st class brick work in foundation and plinth in Cement, sand mortar 1:3	8.29	m3	Rs. 17,758.63	Rs. 147,219.04
4	06-26-a-01	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (1.5" thick)	2.57	m3	Rs. 1,340.87	Rs. 3,446.04

Abul Kalam

30

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 B1	Description of Items	Quantity	Units	Rate	Amount (Rs)
5	07-05-a-03	1st class brick work in ground floor Cement, sand mortar 1:4	19.22	m3	Rs. 18,128.70	Rs. 348,433.61
6	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	10.25	m3	Rs. 19,446.34	Rs. 199,324.99
7	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	0.74	tonne	Rs. 306,713.50	Rs. 226,967.99
8	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	117.64	m2	Rs. 519.49	Rs. 61,112.80
9	11-10-b	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:3)	35.69	m2	Rs. 512.84	Rs. 18,303.26
10	11-18-b	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:3	107.81	m2	Rs. 530.25	Rs. 57,166.25
11	11-29	Extra cost of labour & material for red oxide pigment in cement pointing to match bricks	107.81	m2	Rs. 103.50	Rs. 11,158.34
12	03-18-a	Filling, watering and ramming earth under floor with surplus earth from foundation, etc	21.74	m3	Rs. 133.66	Rs. 2,905.77
13	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	3.59	m3	Rs. 12,340.56	Rs. 44,302.61
14	10-26-b-iii	Provide & lay marble fine dressed stone flooring on surface in white cement complete: 0.5" thick 12 x 12 Sunny Grey Marble	36.06	m2	Rs. 2,399.47	Rs. 86,524.89
15	12-70-a	Supply and Fixing MS Sheet 16 guage (10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	24.39	m	Rs. 2,139.62	Rs. 52,185.33
16	12-08-a	First class deodar wood wrought joinery in doors and windows etc. complete : 2" thick	8.18	m2	Rs. 37,031.35	Rs. 302,916.44
17	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	4.00	Each	Rs. 2,252.47	Rs. 9,009.88
18	13-06	Applying lacquer polish to wood work of any type	16.36	m2	Rs. 1,780.84	Rs. 29,134.54
19	13-22-a	Preparing surface and painting with emulsion paint : First coat	140.52	m2	Rs. 203.72	Rs. 28,626.73
20	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat	140.52	m2	Rs. 133.27	Rs. 18,727.10
21	25-46	Erection of Steel Girder 4"x8"x3/16" (Commercial size) including fitting in position	4.57	m	Rs. 5,043.62	Rs. 23,049.34
22	24-18-a-02	Providing, laying, cutting, jointing, testing and disinfecting UPVC pressure pipeline in trenches (conforming to BS 3505 manufactured) jointed with socket, elbow, tee, bend and plug bend etc. manufactured by the respective manufacturer complete as per specifications UPVC Pressure Pipes Class B (6 Bar) except excavation. 4" Nominal Pipe Size (NPS)	8.54	m	Rs. 1,474.14	Rs. 12,589.16
TOTAL COST (Rs.)						Rs. 1,819,312.06
DRAIN						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	141.56	m3	Rs. 360.390	Rs. 51,017.84
2	06-44-a	PCC 1:3:6 in mass concrete less formwork using 50% boulders	481.31	m3	Rs. 9,198.710	Rs. 4,427,465.18

Am 

31

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 Bi	Description of Items	Quantity	Units	Rate	Amount (Rs)
3	06-47-d	Erection and removal of Form work with Plywood sheet finishing for RCC or Plain cement Concrete in any shape - Position / Vertical	743.49	m2	Rs. 1,232.790	Rs. 916,572.49
4	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	42.47	m3	Rs. 17,035.280	Rs. 723,468.86
Total:-						Rs. 6,118,524
EXTERNAL SEWERAGE DISPOSAL						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	49.830	m3	Rs. 360.390	Rs. 17,958.28
2	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	2.039	m3	Rs. 12,340.560	Rs. 25,156.29
3	06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	1.345	m3	Rs. 19,446.340	Rs. 26,163.37
4	07-07-a-02	1st class brick work other than building upto 10 ft. height : Cement, sand mortar 1:3	8.276	m3	Rs. 18,645.830	Rs. 154,315.10
5	11-07-c	Cement plaster 1:2, upto 20' height 3/4" thick	72.30	m2	Rs. 847.660	Rs. 61,289.91
6	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	1.858	m3	Rs. 19,446.340	Rs. 36,131.54
7	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	0.544	Tonne	Rs. 306,713.500	Rs. 166,994.65
8	23-10	Septic Tank (Int.Size: 7x2x5') complete.	3.00	No	Rs. 37,758.600	Rs. 113,275.80
9	23-11	Soakage Pit (6'dia x 15' deep) complete	8.00	No	Rs. 32,607.040	Rs. 260,856.32
G.Total:-						Rs. 862,141
EXTERNAL SEWER LINE						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	130.238	m3	Rs. 360.390	Rs. 46,936.41
2	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	32.559	m3	Rs. 13,983.720	Rs. 455,302.32
3	23-01-c	Providing and laying R.C.C. pipe, moulded with cement concrete 1:1-1/2:3, with spigot, socket or collar joint, etc. including cost of reinforcement, conforming to B.S. 5911: Part-I, 1981 Class "L" including carriage, lowering in trenches to correct alignment and grade, jointing, cutting pipe where necessary, finishing and testing, etc. complete:- 9" dia:	350.000	m	Rs. 1,928.910	Rs. 675,118.50
4	07-07-a-02	1st class brick work other than building upto 10 ft. height : Cement, sand mortar 1:3	8.409	m3	Rs. 18,645.830	Rs. 156,789.68
5	11-07-c	Cement plaster 1:2, upto 20' height 3/4" thick	53.53	m2	Rs. 847.660	Rs. 45,376.59
6	06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	1.508	m3	Rs. 19,446.340	Rs. 29,334.68
7	06-05-f	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:2:4)	4.035	m3	Rs. 17,035.280	Rs. 68,729.54
8	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	1.100	Tonne	Rs. 303,008.500	Rs. 333,309.35
Total:-						Rs. 1,810,897
PIPE CULVERT						

Abel Singh

32

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 BI	Description of Items	Quantity	Units	Rate	Amount (Rs)
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	20.385	m3	Rs. 360.390	Rs. 7,346.57
2	16-29-b-i	Reinforced Concrete Pipe Culvert (AASHTO M-170) Dia: 610mm	54.861	m3	Rs. 7,594.860	Rs. 415,664.07
3	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	18.686	m3	Rs. 13,983.720	Rs. 261,303.94
4	06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	3.398	m3	Rs. 19,446.340	Rs. 66,069.11
5	06-08-b	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 60)	0.534	Tonne	Rs. 306,713.500	Rs. 163,654.75
G.Total:-						Rs. 915,038
APPROACH & INTERNAL ROAD						
1	03-70-c	Formation of Embankment from Borrow Excavation in Common Material including compaction Modified AASHTO 90% by power roller.	2882.220	m3	Rs. 1,091.930	Rs. 3,147,182.16
2	16-04-a	Granular Sub Base Course using Pit Run Gravel	135.900	m3	Rs. 2,490.090	Rs. 338,404.08
3	16-05-b	Water Bound Macadam Base Course	135.900	m3	Rs. 4,112.820	Rs. 558,933.64
4	16-14-b	Asphaltic Wearing Course (Asphalt Batch Plant Hot Mixed) i/c Transportation and Finishing complete	45.300	m3	Rs. 40,087.060	Rs. 1,815,948.36
5	10-49-c	Providing and Fixing Precast Concrete 7000 psi TUFF Tiles 60mm thick over bed of 2" thick sand	947.96	m2	Rs. 1,373.240	Rs. 1,301,770.26
6	10-09	Brick on edge flooring, laid in 1:6 c/s mortar, over a bed of 3/4" thick cement mortar 1:6	4089.22	m2	Rs. 2,162.810	Rs. 8,844,204.46
G.Total:-						Rs. 16,006,443
Sub Head: 9.10 - EXTERNAL ELECTRIFICATION						
1	03-16-b	Providing and fitting in position electriict poles i/c cables (As per Actual).				
a		H.T	2.00	Each	Rs. 120,000	Rs. 240,000.00
b		L.T	5.00	Each	Rs. 85,000	Rs. 425,000.00
2	03-16-b	Installation of transformer complete (As per Actual).	1.00	Each	Rs. 1,500,000	Rs. 1,500,000.00
a		50 KVA				Rs. -
3	03-16-b	Installation of Electriict Meter (As per Actual)	2.00	Each	Rs. 80,000	Rs. 160,000.00
a		3-Phase, college				Rs. 2,325,000.00
Total						
Sub Head: 9.10 - BOUNDARY WALL						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	106.1721404	m3	360.39	Rs. 38,263.38
2	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	17.69535674	m3	12340.56	Rs. 218,370.61
3	07-04-a-05	1st class brick work in foundation and plinth in Cement, sand mortar 1:6	59.72182899	m3	16274.21	Rs. 971,925.59
3	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	59.93417327	m3	19446.34	Rs. 1,165,500.31
3	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	9.261328125	Tonne	303008.5	Rs. 2,806,261.14
4	06-26-a-01	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (1.5" thick)	52.27695167	m2	1340.87	Rs. 70,096.60
5	07-05-a-05	1st class brick work in ground floor Cement, sand mortar 1:6	112.1443233	m3	17340.09	Rs. 1,944,592.66

Abhishek Singh

33

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S.No	MRS 2025 BI	Description of Items	Quantity	Units	Rate	Amount (Rs)
6	06-05-h	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:3:6)	2.803608083	m3	13983.72	Rs. 39,204.87
7	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	464.6840149	m2	519.49	Rs. 241,398.70
8	11-18-a	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:2	464.6840149	m2	561.34	Rs. 260,845.72
9	13-25-a	Preparing surface & painting with snowcem / weathershield paint : First coat	929.3680297	m2	344.07	Rs. 319,767.66
10	13-25-b	Preparing surface & painting with snowcem / weathershield paint : 2nd & subsequent coats	929.3680297	m2	189.64	Rs. 176,245.35
11	25-45-b	Supplying and Fixing 18 SWG MS Sheet Gate with angle iron frame (2"x2"x3/16") with side window, lock, painting etc	33.45724907	m2	16970.19	Rs. 567,775.87
12	25-60-b	Supply and fixing razor wire (1'-6" dia) consisting of 1-1/2"x1-1/2"x3/16" angle iron Y post 2'-6" long 6' to 8' center to center embedded in concrete block of size 3"x9"x6" (PCC 1:2:4), at top of boundary wall including painting posts etc. Complete in all respects.	457.1776897	m	1431.23	Rs. 654,326.42
Total:-						Rs. 9,474,574.88
Sub Head: 9.12 - GUARD ROOM						
1	03-25-b	Excavation in foundation of building, bridges etc complete : in ordinary soil	58.72	m3	Rs. 360.39	Rs. 21,162.10
2	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	20.36	m3	Rs. 12,340.56	Rs. 251,253.80
3	07-04-a-02	1st class brick work in foundation and plinth in Cement, sand mortar 1:3	16.58	m3	Rs. 17,758.63	Rs. 294,438.09
4	06-26-a-01	Damp proof course of cem. conc. 1:2:4 including bitumen coat, 1 layer polythene & 1 coat bitumen (1.5" thick)	5.13	m3	Rs. 1,340.87	Rs. 6,878.66
5	07-05-a-03	1st class brick work in ground floor Cement, sand mortar 1:4	38.43	m3	Rs. 18,128.70	Rs. 696,685.94
6	06-07-a-03	RCC in roof slab, beam, column & other structural members, insitu or precast. (1:2:4)	20.50	m3	Rs. 19,446.34	Rs. 398,649.97
7	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	1.23	tonne	Rs. 303,008.50	Rs. 372,700.46
8	11-09-b	Cement plaster 1:4 upto 20' height 1/2" thick	235.28	m2	Rs. 519.49	Rs. 122,225.61
9	11-10-b	Cement plaster 3/8" thick under soffit of RCC roof slabs only upto 20' height : (1:3)	71.38	m2	Rs. 512.84	Rs. 36,606.52
10	11-18-b	Cement pointing struck joints, on walls, upto 20' height : Ratio 1:3	215.61	m2	Rs. 633.75	Rs. 136,642.84
11	03-18-a	Filling, watering and ramming earth under floor with surplus earth from foundation, etc	43.49	m3	Rs. 133.66	Rs. 5,812.87
12	06-05-i	Plain Cement Concrete including placing, compacting, finishing & curing (Ratio 1:4:8)	7.18	m3	Rs. 12,340.56	Rs. 88,605.22
13	10-26-b-iii	Provide & lay marble fine dressed stone flooring on surface in white cement complete: 0.5" thick 12 x 12 Sunny Grey Marble	72.12	m2	Rs. 2,399.47	Rs. 173,049.78

Abd. Shy

34

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S No	MRS 2025 BI	Description of Items	Quantity	Units	Rate	Amount (Rs)
14	12-70-a	Supply and Fixing MS Sheet 16 guage(10" x 2") box type chowkats including fixing in position with all charges for Hold fast, Hinges and Painting etc	48.78	m	Rs. 2,139.62	Rs. 104,370.66
15	12-08-a	First class deodar wood wrought joinery in doors and windows etc. complete : 2" thick	16.36	m2	Rs. 37,031.35	Rs. 605,832.89
16	12-22-c-02	Providing and fixing sliding bolt to doors Brass sliding bolts : 12" long	8.00	Each	Rs. 2,252.47	Rs. 18,019.76
17	13-06	Applying lacquer polish to wood work of any type	32.71	m2	Rs. 1,780.84	Rs. 58,251.28
18	13-22-a	Preparing surface and painting with emulsion paint : First coat	281.04	m2	Rs. 203.72	Rs. 57,253.47
19	13-22-b	Preparing surface and painting with emulsion paint : 2nd & each subsequent coat	281.04	m2	Rs. 133.27	Rs. 37,454.20
20	25-46	Erection of Steel Girder 4"x8"x3/16" (Commercial size) including fitting in position	9.15	m	Rs. 5,043.62	Rs. 46,149.12
21	24-18-a-02	Providing, laying, cutting, jointing, testing and disinfecting UPVC pressure pipeline in trenches (conforming to BS 3505 manufactured) jointed with socket, elbow, tee, bend and plug bend etc.manufactured by the respective manufacturer complete as per specifications UPVC Pressure Pipes Class B (6 Bar) except excavation. 4" Nominal Pipe Size (NPS)	14.63	m	Rs. 1,474.14	Rs. 21,566.67
Total						Rs. 3,553,609.91
Parking Shed						
1	25-58-d	Fabrication/providing and fixing of Fiber Glass Shed consisting of 2 layers of imported TGI matt of best quality. The fiber glass will be installed on high strength MS frame consisting of 1.5"x1.5" MS square pipe of 18 SWG mains having blocks of 2.5x2.5 feet and truses of 1.5"x1.5" MS square pipe 18 SWG. Fiber glass will be fixed to the square MS pipe frame with aluminum rivets, drilled, punched, cutted leveled confirming to the size of fiber glass panel and MS frame. Fiber glass sheet will be sealed with polyester resin to give a smooth homogenous and water proof finish to the entire surface. Vertical supporting pillars will consist of MS Pipe of 4" dia 18 SWG. All steel fabrications will be treated with redoxide coat and subsequently with color enamel paint using compressor gun complete in all respect.	371.75	m2	15,611.29	Rs. 5,803,453.53
2	06-08-c	Supply & fabricate M.S. reinforcement for cement concrete (Hot rolled deformed bars Grade 40)	1.25	Tonne	303,008.50	Rs. 378,760.63
3	06-07-b-03	RCC in raft foundation slab, base slab of column & ret. wall etc, not including in 06-07-a-03 (1:2:4)	8.00	m3	19,446.34	Rs. 155,570.72
Total Rs.						Rs. 6,337,784.9
Sub Head: Lawns.						
1	03-57	Levelling, dressing and making lawns	3722.670	m2	Rs. 53.740	Rs. 200,056.29

Abd Jafar

C. J. Jafar

35

Sub Head: 9.1 - OVER HEAD WATER TANK 10,000 GALLON						
S No	MRS 2025 Bi	Description of Items	Quantity	Units	Rate	Amount (Rs)
2	28-15	Pre anti Termite Treatment in the building mixed with water of mixing ratio as per the manufacturer's certified manual	905.019	m2	Rs. 98.630	Rs. 89,261.98
3	03-58	Turfing of lawn with Dacca Grass	15055.762	m2	Rs. 311.610	Rs. 4,691,526.02
4	NSI	S/Laying of sweet earth etc.	1861.339	m3	Rs. 600.000	Rs. 1,116,803.51
5	NSI	Plantation of different kind of trees Sheesham, Malberi, Chinar, Srikh etc upto age of 2 year, watering for 6 months complete as directed.	667	P.No	Rs. 1,400	Rs. 933,800.00
Total:-						Rs. 7,031,448
G.Total						77,999,000.00
Say in Million						78.00

Sub Divisional Officer
Building Sub Division - In-charge

Appendix-D to Bid

SCHEDULE OF DAYWORK RATES

I. Labour

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words	Extended Amount (Rs.)
1	2	3	4	5	6	7
D101	Ganger	Hr	500			
D102	Labourer	Hr	5,000			
D103	Brick layer	Hr	500			
D104	Mason	Hr	500			
D105	Carpenter	Hr	500			
D106	Steel work Erector	Hr	500			
	-----etc-----	Hr	500			
D113	Driver for vehicle up to 10 tons	Hr	1,000			
D114	Operator for excavator, dragline, shovel or crane	Hr	500			
D115	Operator for tractor, (tracked) with dozer blade or ripper	Hr	500			
D122	Sub Total Allow _____ percent of subtotal for Contractor's overhead, profit, etc, in accordance with Paragraph 3(b) of Daywork Schedule Total for Daywork: Labour : _____ (Carried forward to Daywork Summary)					

Daywork Material

4. The Contractor shall be entitled to payment in respect of materials used for Daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for materials together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:
 - a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the site. The basic rates shall be stated in local currency but payment will be made in the currency or currencies expended upon presentation of supporting documentation;
 - b) the additional percentage payment shall be quoted by the Bidder and applied to the equivalent local currency payments made under Sub-Para(a) above; and
 - c) the cost of hauling materials used on work ordered to be carried out as Daywork from the store or stockpile on the site to the place where it is to be used will be paid in accordance with the terms for Labour and Constructional Plant in this Schedule.

SCHEDULE OF DAYWORK RATES**II. Materials**

Item No.	Description	Unit	Nominal Quantity	Rate (Rs) in Figure	Rate (Rs) in Words)	Extended Amount (Rs.)
1	2	3	4	5	6	7
D201	Cement, ordinary Portland or equivalent in bags	M.Ton	200			
D202	Mild Steel reinforcing bar upto 16mm diameter to BS 4449 or equivalent	M.Ton	100			
D203	Fine aggregate for concrete as specified in Clause _____	Cu.M	1,000			
D204	-----etc-----					
D222	Gelignite (Noble Special Gelatine 60 % or equivalent) including caps, fuse, wire and requisite accessories	M.Ton	10			
D223	Sub Total Allow _____ percent of subtotal for Contractor's overhead, profit, etc., in accordance with Paragraph 4(b) of Daywork Schedule Total for Daywork: Materials _____ (Carried forward to Daywork Summary)					

Day work Constructional Plant

5. The Contractor shall be entitled to payments in respect of constructional plant already on Site and employed on Day work at the basic rental rates entered by him in the Schedule of Day work Rates for constructional plant. The said rates shall be deemed to include complete allowance for depreciation, interest, indemnity and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit and administrative costs related to the use of such equipment. The cost of drivers, operators and assistants will be paid for separately as described under the section on Day work Labour.
6. In calculating the payment due to the Contractor for constructional plant employed on Day work, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the constructional plant was located when ordered by the Engineer to be employed on Day work and the time for return journey thereto shall be included for payment.
7. The basic rental rates for constructional plant employed on Day work shall be stated in Pakistani Rupees.

SCHEDULE OF DAYWORK RATES

III. Constructional Plant

Item No.	Description	Unit	Nominal Quantity	Rate (Rs.) in Figure	Rate Rs.) in Words	Extended Amount (Rs.)
1	2	3	4		5	6
D301	Excavator ,face shovel or dragline: 1. Up-to and including 1 Cu.M. 2. Over 1 Cu.M to 2 Cu. M. 3. Over 2 Cu. M	Hr Hr Hr	500 400 100			
D302	Tractor (tracked) including bull or angle dozer: 1. Up-to and including 150 HP 2. Over 150 to 200 HP 3. Over 200 to 250 HP	Hr Hr Hr	500 400 200			
D303	Tractor with ripper: 1. Up-to and including 200 HP 2. Over 200 to 250 HP	Hr Hr	400 200			
D304	-----etc-----					
	Total for Daywork: Constructional Plant _____ (Carried forward to Daywork Summary)					

DAYWORK**Summary (Daywork)**

		Amount (Rs.)
(I)	Total for Daywork: Labour	_____
(II)	Total for Daywork : Materials	_____
(III)	Total for Daywork: Constructional Plant	_____
Total for Daywork (Carried forward to Summary Page of Bill of Quantities)		_____

BILL OF QUANTITIES**SUMMARY**

		Amount (Rs.)
Bill No. 1:	Earthworks	_____
Bill No. 2:	Culverts and Bridges	_____
Bill No. 3:	Subsurface Drains	_____
Bill No. 4:	Tubewells and Pump Houses	_____
Bill No. 5:	Miscellaneous Items	_____
Sub-Total of Bills		_____
Daywork		_____
Bid Price		_____

Note: All Provisional Sums are to be expended in whole or, in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 52.4 and 58.2 of the General Conditions of Contract Part- I.

Appendix-E to Bid

PROPOSED CONSTRUCTION SCHEDULE

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

Description	Time for Completion
a) Construction of 10 Government Colleges in Khyber Pakhtunkhwa on Need Basis. SH: Construction of Government Girls Degree College (GGDC) Salarzai, District Bajaur	AS PER WORD ORDER

METHOD OF PERFORMING THE WORK

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

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

LIST OF MAJOR EQUIPMENT – RELATED ITEMS

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

LIST OF MAJOR EQUIPMENT

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

CONSTRUCTION CAMP AND HOUSING FACILITIES

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

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

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

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

LIST OF SUBCONTRACTORS

I/We intend to subcontract the following parts of the Work to subcontractors. In my/our opinion, the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

Enclosed are documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Works (Give Details)	Subcontractor (With Complete Address)
1	2

Appendix-J to Bid

ESTIMATED PROGRESS PAYMENTS

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

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

Appendix-K to Bid

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

S. No.	Designation	No.	Minimum Qualification	Minimum Relevant Experience
1	Project Manager / Construction Manager	01	B.Sc. Civil Engineer (PEC Registered)	10 years or above
2	Site Engineer / Planning Engineer	01	B.Sc. Civil Engineer (PEC Registered)	07 years or above
3	Associate Engineer	02	DAE (Civil)	10 years or above
4	Associate Engineer	01	DAE (Electrical)	07 years or above
5	Quantity Surveyor	02	DAE (Civil)	10 years or above
6	Surveyor	01	Certificate Holder	06 years or above
	Total Staff	08		

TECHNICAL EVALUATION PROCEDURE & CRITERIA

1. Submission of Proposal and Opening

The technical and financial proposals should be delivered in separate sealed envelopes at 12:00 PM, on date of Opening. Technical Proposal will be opened on the same date at 12:30 PM in the **office of Executive Engineer, C&W Building Division Tribal District Bajuar** in the presence of the representative of corresponding Firms. Date for opening of Financial Proposal will be communicated later.

2. Mandatory Requirements

- Valid PEC registration/license in Category C-2 or above with the required specialized Codes: BC-01, CE-10, EE-04, CE-09, CE-11(i), (ix), and EE-11(i),(vi)
- Affidavit on Original Stamp Paper of non-blacklisting / No-Litigation / Bankrupt prepared within the current month of submission of bidding document.
- Registration with KP C&W Department in the relevant category.
- Registration with income tax department (Valid NTN).
- Registration with KPRA (Valid KPRA).
- Registration with sales tax department (with relevant provincial tax authorities).
- Bidders shall submit certified audited financial statements for the last three consecutive financial years, duly issued by a registered Chartered Accountant firm and bearing a genuine and digitally verifiable UDIN generated through the ICAP UDIN Portal. Financial statements, turnover certificates or net-worth statements without valid UDIN shall be treated as unverified and the bid shall be declared technically non-responsive.

3. Proposals Evaluation Procedure

The bidding procedure is governed by rule 14 Para (2) (b) KPPRA Rules, 2014. The bidding procedure is explained below:

- Single stage, Two Envelope Procedure (Rule (14) (2) (b) KPPRA 2014).
- The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the Technical Proposal and the Financial Proposal.
- The envelope marked as Technical Proposal shall contain:
 - I. The experience and past Performance in the execution of similar contracts;
 - II. The capabilities with respect to personnel;
 - III. Construction equipment;
 - IV. The financial status and capacity; and
 - V. Registration with different organizations.
- Technical Proposal is to determine the technical strength and consideration of the firm's eligibility for the bidding process, which is to be carried out before the opening of the financial bids.
- The Financial Proposal shall be retained in the custody of the Procuring Entity without being opened.
- The Procuring Entity shall evaluate the Technical Proposal without reference to the price and reject any proposal which does not conform to the specified requirements.
- During the technical evaluation, no technical proposal amendments shall be permitted.
- The financial proposals of bids shall be opened publicly at a time, date, and venue to be announced and communicated to the bidders in advance.
- After the evaluation and approval of the Technical Proposal, the Procuring Entity shall, at a time within the bid validity period, publicly open the financial proposals of

the technically accepted bids only.

- The financial proposals of bids found technically non-responsive shall be returned unopened to the respective Bidders.
- The bid found to be the lowest evaluated bid shall be accepted.

4. Evaluation Criterion (Technical and Financial)

Passing Marks: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical Proposal, and their financial bids will be opened. The passing mark is 70 out of 100; however, a minimum of 50% marks is required in each category. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation criteria will be eligible for further Processing. The bids which do not conform to the Technical Specifications or Bid Conditions or the Bids from Bidders without adequate capabilities will be rejected.

The technical evaluation committee shall evaluate the technical proposals in light of the following evaluation criteria. Desiring firms registered with PEC in the appropriate category are advised to submit the following Information for prequalification:

1. Details of Firms:

- Name of firm, Address, Telephone/Fax Number of Head Office, and Company Status (Private Limited, Public Limited, etc.).
- Date of establishment of the Firm with particulars supporting registration with Pakistan Engineering Council in appropriate Category for the Year 2026-27.
- Registration with Government, Semi-Government Departments, and Autonomous bodies.

2. Experience of Similar Works:

- Projects of similar nature and complexity completed in last 10 years and in hand. Information must show: project name, tendered/completion cost, scope of work, client name & contact details, commencement & completion dates, and verified/attested copies of work orders/completion certificates.
- Capability of handling all Civil, Electrical, HVAC, networking, and Plumbing Works in buildings. If associate firms are used, provide their names, details, and completed projects.
- Experience of works related to project but not basic part.

3. Details of Technical and Support Staff:

- Details of Engineers, Associate Engineers, and support staff, their one-page CVs with signatures, showing date of registration with PEC, date of appointment with the firm, years of experience, etc., with fresh attestation/proofs.

4. Machinery and Equipment:

- List of Construction Equipment and Machinery available showing year, model number, make, type, and capacity on duly notarized stamp paper with verified ownership documents, indicating yearly increase. Registration documents where required.

5. Details of Financial Soundness:

- Proof of financial soundness/turnover along with audited balance sheet of last 3 years, NTN registration, and Income Tax Statement of last 3 years.
- Bank Certificate and Bank statement clearly indicating creditworthiness, copy of to-date balance sheet, and available bank credit line.
- Details of any arbitration/litigation or similar proceedings against any Govt/Semi-Govt Department Showing extent, results & present status.
- Undertaking on judicial stamp paper that the firm has never been blacklisted by any Govt or semi-Govt: organization (Original duly notarized within current month of bid submission).
- Bidders shall submit certified audited financial statements for the last three consecutive financial years, duly issued by a registered Chartered Accountant firm and bearing a genuine and digitally verifiable UDIN generated through the ICAP UDIN Portal. Financial statements, turnover certificates or net-worth statements without valid UDIN shall be treated as unverified and the bid shall be declared technically non-responsive.

Note: The Client reserves the right to verify the credentials of your firm at any stage. Any incorrect information provided may lead to recommendation for blacklisting.

Summary of Assessment / Evaluation Categories

S. No.	Category	Weightage / Marks	Passing Marks in Category
1	Experience Record	35	17.5
2	Personnel Capabilities	15	7.5
3	Equipment Capabilities	20	10
4	Financial Soundness	30	15
Total	Overall Score	100	50 (70% Overall to Pass)

Detailed Evaluation Criteria — 1. Experience Record (35 Marks)

S. No.	Sub-Category	Max. Marks	Marks Allocation Criteria
a)	Completed Building Projects (Similar nature & complexity, last 05 yrs.)	10	3.33 marks awarded for each completed project (Cost $\geq$ Rs. 200M) up to max 10 marks. No marks for project cost < Rs. 200M
	ii. Completed Road Work Projects (Last 05 years)	5	2.5 marks awarded for each completed project (Cost $\geq$ Rs. 200M) up to max 5 marks
b)	i. In-Hand Building Projects (Similar nature & complexity)	7.5	2.5 marks awarded for each in-hand project (Cost $\geq$ Rs. 200M), up to max. 7.5 marks. No marks for cost < Rs. 200M.
	ii. In-Hand Road Work Projects	2.5	1.25 marks awarded for each in-hand project (Cost $\geq$ Rs. 200M), up to max. 2.5 marks.
c)	Electro-Mechanical & Sanitation Works	5	2.5 marks awarded for each completed/in-hand project costing Rs. 50M , up to max. 5 marks.
d)	General Experience	5	2.5 marks awarded for each completed/in-hand project costing Rs. 150M , up to max. 5 marks.

- Provide Letter of Award / Work Order for in-hand projects and Taking Over / Completion Certificate for completed projects. No marks will be awarded without proper certificates.
- Applicant shall provide complete information of the projects including scope, cost, and covered area in the prescribed format (Annex-1).
- For Joint Ventures, primary applicant requirement is considered half of above experience and marked in full, provided the support partner meets required experience.
- Only one Joint Venture is allowed to each bidder.

Detailed Evaluation Criteria — 2. Personnel Capabilities (15 Marks)

S. No.	Designation	Qualification	Max. Marks	Marks Allocation
1	Project Manager / Construction Manager	B.Sc. Civil Engineer (PEC Registered)	4	4 marks for B.Sc. Civil Engineer with at least 10 years relevant experience .
2	Site Engineer / Planning Engineer	B.Sc. Civil Engineer (PEC Registered)	3	3 marks for B.Sc. Civil Engineer with at least 07 years relevant experience .
3	Associate Engineer	DAE (Civil)	3	1.50 marks for each DAE Civil with at least 10 years relevant experience (Max. 3 marks).
4	Associate Engineer	DAE (Electrical)	1.5	1.50 marks for DAE Electrical with at least 07 years relevant experience .
5	Quantity Surveyor	DAE (Civil)	2	2 marks for Quantity Surveyor DAE Civil with at least 10 years relevant experience .
6	Surveyor	Certificate Holder	1.5	1.50 marks for Surveyor with certificate and at least 06 years relevant experience .
	Total		15	

The applicant must provide verifiable proof of employment (appointment letters, recent salary slips, Detailed CVs, and valid PEC registration / DAE certificates).

Detailed Evaluation Criteria — 3. Equipment Capabilities (20 Marks)

S. No.	Equipment Item	Minimum Required	Max. Marks
1	Concrete Mixer Machine	04 Nos.	4
2	Hoist	02 Nos.	2
3	Generator Set (10 KVA)	01 No.	1
4	Scaffolding Pipes	15,000 Rft	2
5	Shuttering Plates	10,000 Sft	2
6	Welding Plant	02 Nos.	1
7	Excavator	01 No.	1
8	Tractor Trolley	02 Nos.	1
9	Vibrators	02 Nos.	1
10	Compactor	02 Nos.	1
11	Steel Cutting / Bending Machine	02 Nos.	1
12	Water Bowser	01 No.	1
13	Leveling Equipment	01 No.	1
14	Total Station	01 No.	1
Total			20 Marks

- Proportionate marks will be awarded if minimum number of corresponding equipment

is less than Minimum required.

- Applicant must provide an undertaking on notarized stamp paper confirming availability & Ownership/lease of aforementioned equipment.

Detailed Evaluation Criteria — 4. Financial Capabilities (30 Marks)

Financial Metric / Volume Threshold	Marks Allocation
Average Annual Turnover (Last 3 Years)	Max. 20 Marks
Minimum requirement: Rs. 150 Million	
Rs. 125 Million to Rs. 150 Million	15 Marks
Above Rs. 150 Million	20 Marks
Below Rs. 125 Million	$(\text{Average Annual Turnover} \div \text{Rs. 125 Million}) \times 20$
	—
Net Working Capital (Last 3 Years)	Max. 10 Marks
Minimum requirement: Rs. 100 Million	
Above Rs. 100 Million	10 Marks
Below Rs. 100 Million	$(\text{Net Working Capital} \div \text{Rs. 100 Million}) \times 10$

- The bidder shall provide proof of financial soundness and availability of ample funds for executing the project without any release of funds. The limits of work done shall be governed by the contract agreement.

(INTEGRITY PACT)

**INTEGRITY PACT
DECLARATION OF FEES, COMMISSION, AND BROKERAGE ETC. PAID IN WORKS
CONTRACTS**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [Name of Bidder] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Bidder] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Bidder] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Bidder] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Bidder] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
MOBILIZATION ADVANCE GUARANTEE/BOND**

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

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

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Procuring Entity') 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 Entity; and

WHEREAS, the Procuring Entity 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 Entity, 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 Entity, 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 Entity 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 Entity pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Entity 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 Entity for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified 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 Entity the said sum upon first written demand of the Procuring Entity (without cavil or argument) and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Entity by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:	Signature _____
1. _____	Name _____
_____	Title _____
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2. _____	

Name, Title & Address	

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring
Entity]

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

Name of Principal (Contractor) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the (hereinafter called the Procuring Entity) 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 Entity, 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 the Procuring Entity's above said Letter of Acceptance for (Name of _____ Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Entity, 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 defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Entity without delay upon the Procuring Entity's first written demand without cavil or arguments and without requiring the Procuring Entity to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Entity'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 Entity's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Entity 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 Entity 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:	_____ Guarantor (Bank)
1.	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ (month) 20____ between _____ (hereafter called the "Procuring Entity") Of the one part and _____ (hereafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda/corrigenda, 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) TheContractAgreement;
 - (b) TheLetterofAcceptance;
 - (c) Thecompleted Formof Bid;
 - (d) SpecialStipulations (Appendix-A to Bid);
 - (e) TheSpecial ConditionsofContract–PartII;
 - (f) TheGeneralConditions–PartI;
 - (g) ThepricesBill of Quantities(Appendix-D to Bid);
 - (h) ThecompletedAppendicestoBid (B,C, EtoL);
 - (i) The Drawings;
 - (j) The Specifications.
 - (k) _____ (any other).
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

(Seal)

Signature of Procuring Entity

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

Date _____

Guarantee No. _____

WHEREAS _____ (hereinafter called the 'Procuring Entity') has entered into a Contract for _____ (Particulars of Contract) With (hereinafter called the "Contractor").

AND WHEREAS, the Procuring Entity 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 Entity 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 acceptable to the Procuring Entity) (hereinafter called the "Guarantor") at the request of the Contractor and in consideration of the Procuring Entity 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 fulfillment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Entity for payment not exceeding the aforementioned amount.

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

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

(Date)

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

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

GUARANTOR (BANK)

1.

Signature
2.

Name
3.

Title

WITNESS

1.

Corporate Secretary (Seal)

2.

(Name Title & Address)
- Corporate Guarantor(Seal)

PART-I
GENERAL CONDITIONS OF CONTRACT

PART-1

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract (Part-1) are based on the FIDIC "Conditions of the Contract for Works of Civil Construction, Part-1 General Conditions" Fourth Edition (1987) Reprinted in 1988, with editorial amendments, Reprinted in 1992 with further amendments. These Conditions of Contract are published by the "FEDERATION OF INTERNATIONALE DES INGENIEURS-CONSEILS" (FIDIC), P.O. Box 86, CH 1000 Lausanne, 12-Chailly, SWITZERLAND. email:fidic.pub@fidic.org

The prospective Bidders are required to obtain copy of the above mentioned Conditions of Contract directly from Head Office of FIDIC, on the address indicated above against payment of their usual charges. However, the aforesaid FIDIC Conditions of Contract are available in the PEC Standard Form of Bidding Documents (Civil Works) which may be purchased from PEC Head office, Islamabad, for ready reference.

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

**PART I GENERAL CONDITIONS
WITH FORMS OF TENDER AND AGREEMENT**

**PART II CONDITIONS OF PARTICULAR
APPLICATION WITH GUIDELINES FOR
PREPARATION OF PART II CLAUSES**

FOURTH EDITION 1987
Reprinted 1988 with editorial amendments
Reprinted 1992 with further amendments

FOREWORD

The terms of the Fourth Edition of the Conditions of Contract for Works of Civil Engineering Construction have been prepared by the Fédération Internationale des Ingénieurs Conseils (FIDIC) and are recommended for general use for the purpose of construction of such works where tenders are invited on an international basis. The Conditions, subject to minor modifications, are also suitable for use on domestic contracts.

The version in English of the Conditions is considered by FIDIC as the official and authentic text for the purpose of translation.

In the preparation of the Conditions it was recognised that while there are numerous Clauses which will be generally applicable there are some Clauses which must necessarily vary to take account of the circumstances and locality of the Works. The Clauses of general application have been grouped together in this document and are referred to as Part 1 - General Conditions. They have been printed in a form which will facilitate their inclusion as printed in the contract documents normally prepared.

The General Conditions are linked with the Conditions of Particular Application, referred to as Part 11, by the corresponding numbering of the Clauses, so that Parts 1 and 11 together comprise the Conditions governing the rights and obligations of the parties.

Part II must be specially drafted to suit each individual Contract.

When dredging and certain types of reclamation work are involved special consideration must be given to Part II.

To assist in the preparation of Part II explanatory material and example clauses are published with the Conditions in a separately bound document entitled "Conditions of Contract for Works of Civil Engineering Construction, Part II - Conditions of Particular Application, with Guidelines for preparation of Part II Clauses, Fourth Edition".

FIDIC has published a "Guide to the Use of FIDIC Conditions of Contract for Works of Civil Engineering Construction" which includes comments on the provisions of the Fourth Edition of the Conditions. Users of the Fourth Edition may find it helpful to refer to this Guide.

It may also be helpful for users to refer to other FIDIC publications, such as:

Tendering Procedure (First Edition 1982)
Construction, Insurance and Law (1986)

FIDIC gratefully acknowledges the suggestions and comments it has received during the preparation of this edition from European International Contractors (EIQ as mandatory of Confederation of International Contractors Associations (CICA) with participation of Associated General Contractors of America (AGC).

CONTENTS

PART 1: GENERAL CONDITIONS

Definitions and Interpretation

1.1	Definitions	1
1.2	Headings and Marginal Notes	2
1.3	Interpretation	2
1.4	Singular and Plural	2
1.5	Notices, Consents, Approvals, Certificates and determinations.	3

Engineer and Engineer's Representative

2.1	Engineer's Duties and Authority	3
2.2	Engineer's Representative	3
2.3	Engineer's Authority to Delegate	3
2.4	Appointment of Assistants	3
2.5	Instructions in Writing	3
2.6	Engineer to Act Impartially	4

Assignment and Subcontracting

3.1	Assignment of Contract	4
4.1	Subcontracting	4
4.2	Assignment of Subcontractors' Obligations	4

Contract Documents

5.1	Language/s and Law	4
5.2	Priority of Contract Documents	5
6.1	Custody and Supply of Drawings and Documents	5
6.2	One Copy of Drawings to be Kept on Site	5
6.3	Disruption of Progress	5
6.4	Delays and Cost of Delay of Drawings	5
6.5	Failure by Contractor to Submit Drawings	5
7.1	Supplementary Drawings and Instructions	6
7.2	Permanent Works Designed by Contractor	6
7.3	Responsibility Unaffected by Approval	6

General Obligations

8.1	Contractor's General Responsibilities	6
8.2	Site Operations and Methods of Construction	6
9.1	Contract Agreement	6
10.1	Performance Security	6
10.2	Period of Validity of Performance Security	7
10.3	Claims under Performance Security	7
11.1	Inspection of Site	7
12.1	Sufficiency of Tender	7
12.2	Not Foreseeable Physical Obstructions or Conditions	7
13.1	Work to be in Accordance with Contract	8
14.1	Programme to be Submitted	8
14.2	Revised Programme	8
14.3	Cash Flow Estimate to be Submitted	8
14.4	Contractor not Relieved of Duties or Responsibilities	8
15.1	Contractor's Superintendence	8



16.1	Contractor's Employees	8
16.2	Engineer at Liberty to Object	8
17.1	Setting-out	9
18.1	Boreholes and Exploratory Excavation	9
19.1	Safety, Security and Protection of the Environment	9
19.2	Procuring Entity's Responsibilities	9
20.1	Care of Works	9
20.2	Responsibility to Rectify Loss or Damage	10
20.3	Loss or Damage Due to Procuring Entity's Risks	10
20.4	Procuring Entity's Risks	10
20.5	Insurance of Works and Contractor's Equipment	10
20.6	Scope of Cover	11
21.3	Responsibility for Amounts not Recovered	11
21.4	Exclusions	11
22.1	Damage to Persons and Property	11
22.2	Exceptions	11
22.3	Indemnity by Procuring Entity	12
23.1	Third Party Insurance (including Procuring Entity's Property)	12
23.2	Minimum Amount of Insurance	12
23.2	Cross Liabilities	12
24.1	Accident or Injury to Workmen	12
24.2	Insurance Against Accident to Workmen	12
25.1	Evidence and Terms of Insurances	12
25.2	Adequacy of Insurances	12
25.3	Remedy on Contractor's Failure to Insure	12
25.4	Compliance with Policy Conditions	12
25.5	Compliance with Statutes, Regulations	13
27.1	Fossils	13
28.1	Patent Rights	13
28.2	Royalties	13
29.1	Interference with Traffic and Adjoining Properties	13
30.1	Avoidance of Damage to Roads	14
30.2	Transport of Contractor's Equipment or Temporary Works	14
30.3	Transport of Materials or Plant	14
30.4	Waterborne Traffic	14
31.1	Opportunities for Other Contractors	14
31.2	Facilities for Other Contractors	14
32.1	Contractor to Keep Site Clear	15
33.1	Clearance of Site on Completion	15
	Labour	
34.1	Engagement of Staff and Labour	15
35.1	Returns of Labour and Contractor's Equipment	15
	Materials, Plant and Workmanship	
36.1	Quality of Materials, Plant and Workmanship	15
36.2	Cost of Samples	15
36.3	Cost of Tests	15
36.4	Cost of Tests not Provided for	16
36.5	Engineer's Determination where Tests not Provided for	16
37.1	Inspection of Operations	16
37.2	Inspection and Testing	16
37.3	Dates for Inspection and Testing	16
37.4	Rejection	16
37.5	Independent Inspection	17
38.1	Examination of Work before Covering up	17



38.2	Uncovering and Making Openings	17
39.1	Removal of Improper Work, Materials or Plant	17
39.2	Default of Contractor in Compliance	17
Suspension		
40.1	Suspension of Work	17
40.2	Engineer's Determination following Suspension	18
40.3	Suspension lasting more than 84 Days	18
Commencement and Delays		
41.1	Commencement of Works	18
42.1	Possession of Site and Access Thereto	18
42.2	Failure to Give Possession	19
42.3	Rights of Way and Facilities	19
43.1	Time for Completion	19
44.1	Extension of Time for Completion	19
44.2	Contractor to Provide Notification and Detailed Particulars	19
44.3	Interim Determination of Extension	19
45.1	Restriction on Working Hours	20
46.1	Rate of Progress	20
47.1	Liquidated Damages for Delay	20
47.2	Reduction of Liquidated Damages	20
48.1	Taking-Over Certificate	21
48.2	Taking-Over of Sections or Parts	21
48.3	Substantial Completion of Parts	21
48.4	Surfaces Requiring Reinstatement	21
Defects Liability		
49.1	Defects Liability Period	21
49.2	Completion of Outstanding Work and Remedying Defects	22
49.3	Cost of Remedying Defects	22
49.4	Contractor's Failure to Carry Out Instructions	22
50.1	Contractor to Search	22
Alterations, Additions and Omissions		
51.1	Variations	22
51.2	Instructions for Variations	23
52.1	Valuation of Variations	23
52.2	Power of Engineer to Fix Rates	23
52.3	Variations Exceeding 15 percent	23
52.4	Daywork	24
Procedure for Claims		
53.1	Notice of Claims	24
53.2	Contemporary Records	24
53.3	Substantiation of Claims	25
53.4	Failure to Comply	25
53.5	Payment of Claims	25
Contractor's Equipment, Temporary Works and Materials		
54.1	Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works	25
54.2	Procuring Entity not Liable for Damage	25
54.3	Customs Clearance	25



54.4	Re-export of Contractor's Equipment	25
54.5	Conditions of Hire of Contractor's Equipment	26
54.6	Costs for the Purpose of Clause 63	26
54.7	Incorporation of Clause in Subcontracts	26
54.8	Approval of Materials not Implied	26
Measurement		
55.1	Quantities	26
56.1	Works to be Measured	26
57.1	Method of Measurement	27
57.2	Breakdown of Lump Sum Items	27
Provisional Sums		
58.1	Definition of "Provisional Sum"	27
58.2	Use of Provisional Sums	27
58.3	Production of Vouchers	27
Nominated Subcontractors		
59.1	Definition of "Nominated Subcontractors"	27
59.2	Nominated Subcontractors; Objection to Nomination	27
59.3	Design Requirements to be Expressly Stated	28
59.4	Payments to Nominated Subcontractors	28
59.5	Certification of Payments to Nominated Subcontractors	28
Certificates and Payment		
60.1	Monthly Statements	29
60.2	Monthly Payments	29
60.3	Payment of Retention Money	29
60.4	Correction of Certificates	29
60.5	Statement at Completion	30
60.6	Final Statement	30
60.7	Discharge	30
60.8	Final Payment Certificate	30
60.9	Cessation of Procuring Entity's Liability	30
60.10	Time for Payment	31
61.1	Approval only by Defects Liability Certificate	31
62.1	Defects Liability Certificate	31
62.2	Unfulfilled Obligations	31
Remedies		
63.1	Default of Contractor	31
63.2	Valuation at Date of Termination	32
63.3	Payment after Termination	32
63.4	Assignment of Benefit of Agreement	32
64.1	Urgent Remedial Work	32
Special Risks		
65.1	No Liability for Special Risks	33
65.2	Special Risks	33
65.3	Damage to Works by Special Risks	33
65.4	Projectile, Missile	33
65.5	Increased Costs arising from Special Risks	33
65.6	Outbreak of War	33
65.7	Removal of Contractor's Equipment on Termination	34
65.8	Payment if Contract Terminated	34



	Release from Performance	
66.1	Payment in Event of Release from Performance	35
	Settlement of Disputes	
67.1	Engineer's Decision	35
67.2	Amicable Settlement	35
67.3	Arbitration	36
67.4	Failure to Comply with Engineer's Decision	36
	Notices	
68.1	Notice to Contractor	36
68.2	Notice to Procuring Entity and Engineer	36
68.3	Change of Address	36
	Default of Procuring Entity	
69.1	Default of Procuring Entity	36
69.2	Removal of Contractor's Equipment	37
69.3	Payment on Termination	37
69.4	Contractor's Entitlement to Suspend Work	37
69.5	Resumption of Work	37
	Changes in Cost and Legislation	
70.1	Increase or Decrease of Cost	37
70.2	Subsequent Legislation	37
	Currency and Rates of Exchange	
71.1	Currency Restrictions	38
72.1	Rates of Exchange	38
72.2	Currency Proportions	38
72.3	Currencies of Payment for Provisional Sums	38

REFERENCE TO PART II

INDEX

TENDER

AGREEMENT

EDITORIAL AMENDMENTS IN 1988

FURTHER AMENDMENTS IN 1992



PART 1 - GENERAL CONDITIONS

Definitions and Interpretation

- Definitions 1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:
- (a) (i) "Procuring Entity" means the person named as such in Part 11 of these Conditions And the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
 - (ii) "Contractor" means the person whose tender has been accepted by the Procuring Entity and the legal successors in title to such person, but not (except with the consent of the Procuring Entity) any assignee of such person.
 - (iii) "Subcontractor" means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Engineer and the legal successors in title to such person, but not any assignee of any such person.
 - (iv) "Engineer" means the person appointed by the Procuring Entity to act as Engineer for the purposes of the Contract and named as such in Part II of these Conditions.
 - (v) "Engineer's Representative" means a person appointed from time to time by the Engineer under Sub-Clause 2.2
 - (b) (i) "Contract" means these Conditions (Parts 1 and 11), the Specification, the Drawings, the Bill of Quantities, the Tender, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
 - (ii) "Specification" means the specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 51 or submitted by the Contractor and approved by the Engineer.
 - (iii) "Drawings" means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.
 - (iv) "Bill of Quantities" means the priced and completed bill of quantities forming part of the Tender.
 - (v) "Tender" means the Contractor's priced offer to the Procuring Entity for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.
 - (vi) "Letter of Acceptance" means the formal acceptance by the Procuring Entity of the Tender.
 - (vii) "Contract Agreement" means the contract agreement (if any) referred to in Sub-Clause 9.1.
 - (viii) "Appendix to Tender" means the appendix comprised in the form of Tender annexed to these Conditions.
 - (c) (i) "Commencement Date" means the date upon which the Contractor Receives the notice to commence issued by the Engineer pursuant to Clause 41.
 - (ii) "Time for Completion" means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract (or as extended under Clause 44) calculated from the Commencement Date.



- (d) (i) “Tests on Completion” means the tests specified in the Contract or otherwise agreed by the Engineer and the Contractor which are to be made by the Contractor before the Works or any Section or part thereof are taken over by the Procuring Entity.
- (ii) “Taking-Over Certificate” means a certificate issued pursuant to Clause 48.
- (e) (i) “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract.
- (ii) “Retention Money” means the aggregate of all monies retained by the Procuring Entity pursuant to Sub-Clause 60.2(a).
- (iii) “Interim Payment Certificate” means any certificate of payment issued by the Engineer other than the Final Payment Certificate.
- (iv) “Final Payment Certificate” means the certificate of payment issued by the Engineer pursuant to Sub-Clause 60.8.
- (f) (i) “Works” means the Permanent Works and the Temporary Works or either of them as appropriate.
- “Permanent Works” means the permanent works to be executed (including Plant) in accordance with the Contract.
- (ii) “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
- (iii) “Plant” means machinery, apparatus and the like intended to form or forming part of the Permanent Works.
- (iv) “Contractor’s Equipment” means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (v) “Section” means a part of the Works specifically identified in the Contract as a Section.
- (vi) “Site” means the places provided by the Procuring Entity where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the Site.
- (g) (i) “cost” means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (ii) “Day” means calendar day.
- (iii) “Foreign currency” means a currency of a country other than that in which the Works are to be located.
- (iv) “Writing” means any hand-written, type-written, or printed communication, including telex, cable and facsimile transmission.

- | | | |
|-----------------------------|-----|---|
| Headings and Marginal Notes | 1.2 | The headings and marginal notes in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. |
| Interpretation | 1.3 | Words importing persons or parties shall include firms and corporations and any organization having legal capacity. |
| Singular and Plural | 1.4 | Words importing the singular only also include the plural and vice versa where the Context requires |



Notices,
Consents,
Approvals,
Certificates and
Determinations

- 1.5 Wherever in the Contract provision is made for the giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval, certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

Engineer and Engineer's Representative

Engineer's
Duties and
Authority

- 2.1 (a) The Engineer shall carry out the duties specified in the Contract.
(b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under, the terms of his appointment by the Procuring Entity, to obtain the specific approval of the Procuring Entity before exercising any such authority, particulars of such requirements shall be set out in Part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the Procuring Entity for any such authority exercised by the Engineer.
(c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

Engineer's
Representative

- 2.2 The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.3.

Engineer's
Authority to
Delegate

- 2.3 The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Procuring Entity and the Contractor.

Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:

(a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof, and

(b) If the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.

Appointment
of Assistants

- 2.4 The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties

under

Sub-Clause 2.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue

instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.

Instructions
in Writing

- 2.5 Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall



b
e

d
e
e
m
e
d

t
o

b
e

a
n

i
n
s
t
r
u
c
t
i
o
n

o
f

t
h
e
E
n
g
i
n
e
e
r
.



- The provisions of this Sub-Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's Representative appointed pursuant to Sub-Clause 2.4.
- Engineer to Act Impartially** 2.6 Wherever, under the Contract, the Engineer is required to exercise his discretion by:
- (a) giving his decision, opinion or consent,
 - (b) expressing his satisfaction or approval,
 - (c) determining value, or
 - (d) otherwise taking action which may affect the rights and obligations of the Procuring Entity or the Contractor
- he shall exercise such discretion impartially within the terms of the Contract and Having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 67.

Assignment and Subcontracting

- Assignment of Contract** 3.1 The Contractor shall not, without the prior consent of the Procuring Entity (which consent, notwithstanding the provisions of Sub-Clause 1.5, shall be at the sole discretion of the Procuring Entity), assign the Contract or any part thereof, or any benefit or interest therein or thereunder, otherwise than by:
- (a) a charge in favour of the Contractor's bankers of any monies due or to become due under the Contract, or
 - (b) Assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.
- Subcontracting** 4.1 The Contractor shall not subcontract the whole of the Works. Except where Otherwise provided by the Contract, the Contractor shall not subcontract any part of the Works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.
- Provided that the Contractor shall not be required to obtain such consent for:
- (a) the provision of labour,
 - (b) the purchase of materials which are in accordance with the standards specified in the Contract, or
 - (c) The subcontracting of any part of the Works for which the Subcontractor is named in the Contract.
- Assignment of Subcontractors' Obligations** 4.2 In the event of a Subcontractor having undertaken towards the Contractor in respect of the work executed, or the goods, materials, Plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the Contract, the Contractor shall at any time, after the expiration of such Period, assign to the Procuring Entity, at the Procuring Entity's request and cost, the benefit of such obligation for the unexpired duration thereof.

Contract Documents

- Language/s and Law** 5.1 There is stated in Part II of these Conditions:
- (a) The language or languages in which the Contract documents shall be drawn up, and
 - (b) The country or state the law of which shall apply to the Contract and according to which the Contract shall be construed.



If the said documents are written in more than one language, the language according to which the Contract shall be construed and interpreted is also stated in Part II of these Conditions, being therein designated the "Ruling Language".

- | | | |
|--|-----|---|
| Priority of Contract Documents | 5.2 | The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:
(1) The Contract Agreement (if completed);
(2) The Letter of Acceptance;
(3) The Tender;
(4) Part II of these Conditions;
(5) Part I of these Conditions; and
(6) Any other document forming part of the Contract. |
| Custody and Supply of Drawings and Documents | 6.1 | The Drawings shall remain in the sole custody of the Engineer, but two copies thereof shall be provided to the Contractor free of charge. The Contractor shall make at his own cost any further copies required by him. Unless it is strictly necessary for the purposes of the Contract, the Drawings, Specification and other documents provided by the Procuring Entity or the Engineer shall not, without the consent of the Engineer, be used or communicated to a third party by the Contractor. Upon issue of the Defects Liability Certificate, the Contractor shall return to the Engineer all Drawings, Specification and other documents provided under the Contract.

The Contractor shall supply to the Engineer four copies of all Drawings, Specification and other documents submitted by the Contractor and approved by the Engineer in accordance with Clause 7, together with a reproducible copy of any material which cannot be reproduced to an equal standard by photocopying. In addition the Contractor shall supply such further copies of such Drawings, Specification and other documents as the Engineer may request in writing for the use of the Procuring Entity, who shall pay the cost thereof. |
| One Copy of Drawing to be Kept on Site | 6.2 | One copy of the Drawings, provided to or supplied by the Contractor as aforesaid shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer and by any other person authorized by the Engineer in writing. |
| Disruption of Progress | 6.3 | The Contractor shall give notice to the Engineer, with a copy to the Procuring Entity, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late. |
| Delays and Cost of Delay of Drawings | 6.4 | If, by reason of any failure or inability of the Engineer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 6.3, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine:
(a) any extension of time to which the Contractor is entitled under Clause 4.4, and
(b) The amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Procuring Entity. |
| Failure by Contractor to Submit Drawings | 6.5 | if the failure or inability of the Engineer to issue any drawings or instructions is caused in whole or in part by the failure of the Contractor to submit Drawings, Specification or other documents which he is required to submit under the Contract, the Engineer shall take such failure into account when making his determination pursuant to Sub-Clause 6.4. |



- Supplementary Drawings and Instructions** 7.1 The Engineer shall have authority to issue to the Contractor, from time to time, such supplementary Drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and completion of the Works and the remedying of any defects therein. The Contractor shall carry out and be bound by the same.
- Permanent Works Designed by Contractor** 7.2 Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall submit to the Engineer, for approval:
- (a) such drawings, specifications, calculations and other information as shall be necessary to satisfy the Engineer as to the suitability and adequacy of that design, and
 - (b) Operation and maintenance manuals together with drawings of the Permanent Works as completed, in sufficient detail to enable the Procuring Entity to operate, maintain, dismantle, reassemble and adjust the Permanent Works incorporating that design. The Works shall not be considered to be completed for the purposes of taking over in accordance with Clause 48 until such operation and maintenance manuals, together with drawings on completion, have been submitted to and approved by the Engineer
- Responsibility Unaffected by Approval** 7.3 Approval by the Engineer, in accordance with Sub-Clause 7.2, shall not relieve the Contractor of any of his responsibilities under the Contract.

General Obligations

- Contractor's General Responsibilities** 8.1 The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the Necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- The Contractor shall give prompt notice to the Engineer, with a copy to the Procuring Entity, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.
- Site Operations and Methods of Construction** 8.2 The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, or for the design or specification of any Temporary Works not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Engineer.
- Contract Agreement** 9.1 The Contractor shall, if called upon so to do, enter into and execute the Contract Agreement, to be prepared and completed at the cost of the Procuring Entity, in the form annexed to these Conditions with such modification as may be necessary.
- Performance Security** 10.1 If the Contract requires the Contractor to obtain security for his proper performance of the Contract, he shall obtain and provide to the Procuring Entity such security within 28 Days after the receipt of the Letter of Acceptance, in the sum stated in the Appendix to Tender. When providing such security to the Procuring Entity, the Contractor shall notify the Engineer of so doing. Such security shall be in the form annexed to these Conditions or in such other form as may be agreed between the Procuring Entity and the Contractor. The institution providing such security shall be subject to the approval of the Procuring Entity. The cost of complying with the requirements of this Clause shall be borne by the Contractor, unless the Contract



otherwise provides.



Period of 10.2 Validity of Performance Security	The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate in accordance with Sub-Clause 62.1 and such security shall be returned to the Contractor within 14 days of the issue of the said Defects Liability Certificate.
Claims under 10.3 Performance Security	Prior to making a claim under the performance security the Procuring Entity shall, in every case, notify the Contractor stating the nature of the default in respect of which the claim is to be made.
Inspection 11.1 of the submission of Site	The Procuring Entity shall have made available to the Contractor, before by the Contractor of the Tender, such data on hydrological and sub-surface conditions as have been obtained by or on behalf of the Procuring Entity from investigations undertaken relevant to the Works but the Contractor shall be responsible for his own interpretation thereof. The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to: (a) the form and nature thereof, including the sub-surface conditions, (b) the hydrological and climatic conditions, (c) the extent and nature of work and materials necessary for the execution and completion of the Works and the remedying of any defects therein, and (d) the means of access to the Site and the accommodation he may require, and, in general, shall be deemed to have obtained all necessary information, Subject as above mentioned, as to risks, contingencies and all other circumstances Which may influence or affect his Tender. The Contractor shall be deemed to have based his Tender on the data made available by the Procuring Entity and on his own inspection and examination, all as aforementioned.
Sufficiency 12.1 of Tender	The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract (including those in respect of the supply of goods, materials, Plant or services or of contingencies for which there is a Provisional Sum) and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.
Not Foreseeable 12.2 Physical Obstructions or Conditions	If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced contractor, the Contractor shall forthwith give notice thereof to the Engineer, with a copy to the Procuring Entity. On receipt of such notice, the Engineer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor, after due consultation with the Procuring Entity and the Contractor, determine (a) any extension of time to which the Contractor is entitled under Clause 44, and (b) the amount of any costs which may have been incurred by the Contractor by reason of such obstructions or conditions having been encountered, which shall be added to the Contract Price, and shall notify the Contractor accordingly with the Procuring Entity. Such determination shall take account of any instruction which the Engineer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Engineer which the Contractor may



take in the absence of specific instructions from the Engineer.



^ FIDIC 1987

Work to be in 13.1
Accordance with
Contract

Unless it is legally or physically impossible, the Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract to the satisfaction of the Engineer. The Contractor shall comply with and adhere strictly to the Engineer's instructions on any matter, whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions only from the Engineer (or his delegate).

Programme to 14.1
be Submitted

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, submit to the Engineer for his consent a programme, in such form and detail as the Engineer shall reasonably prescribe, for the execution of the Works. The Contractor shall, whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.

Revised 14.2
Programme

If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the programme to which consent has been given under Sub-Clause 14.1, the Contractor shall produce, at the request of the Engineer, a revised programme showing the modifications to such programme necessary to ensure completion of the Works within the Time for Completion.

Cash Flow 14.3
Estimate to be
Submitted

The Contractor shall, within the time stated in Part II of these Conditions after the date of the Letter of Acceptance, provide to the Engineer for his information a detailed cash flow estimate, in quarterly periods, of all payments to which the Contractor will be entitled under the Contract and the Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if required to do so by the Engineer.

Contractor not 14.4
Relieved of Duties
or Responsibilities

The submission to and consent by the Engineer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

Contractor's 15.1
Superintendence

The Contractor shall provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized representative approved of by the Engineer, which approval may at any time be withdrawn, shall give his whole time to the superintendence of the Works. Such authorized representative shall receive, on behalf of the Contractor, instructions from the Engineer.

If approval of the representative is withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Engineer.

Contractor's 16.1
Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein:

(a) only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and

(b) such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

Engineer at 16.2
Liberty to Object

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.



Setting-out	17.1	The Contractor shall be responsible for: (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing, (b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities. If, at any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer, shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer, in which case the Engineer shall determine an addition to the Contract Price in accordance with Clause 51 and shall notify the Contractor accordingly, with a copy to the Procuring Entity. The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting-out the Works.
Boreholes and Exploratory Excavation	18.1	If, at any time during the execution of the Works, the Engineer requires the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be the subject of an instruction in accordance with Clause 51, Unless an item or a Provisional Sum in respect of such work is included in the Bill of Quantities.
Safety, Security And Protection of the Environment	19.1	The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein: (a) have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Procuring Entity) in an orderly state appropriate to the avoidance of danger to such persons, (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority, for the protection of the Works or for the safety and convenience of the public or others, and (c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
Procuring Entity's Responsibilities	19.2	If under Clause 31 the Procuring Entity shall carry out work on the Site with his own workmen he shall, in respect of such work: (a) have full regard to the safety of all persons entitled to be upon the Site, and (b) Keep the Site in an orderly state appropriate to the avoidance of danger to such persons. If under Clause 31 the Procuring Entity shall employ other contractors on the Site he shall require them to have the same regard for safety and avoidance of danger.
Care of Works	20.1	The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-Over Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Procuring Entity. Provided that: (a) if the Engineer issues a Taking-Over Certificate for any Section or part of the Permanent, Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-Over Certificate, when the



responsibility for the care of that Section or part shall pass to the Procuring Entity, and



Responsibility 20.2 to Rectify Loss or Damage	(b) the Contractor shall take full responsibility for the care of any outstanding Works and materials and Plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed pursuant to Clause 49.
Loss or 20.3 Damage Due to Procuring Entity's Risks	If any loss or damage happens to the Works, or any part thereof, or materials or Plant for incorporation therein, during the period for which the Contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in Sub-Clause 20.4, the Contractor shall, at his own cost, rectify such loss or damage so that the Permanent Works conform in every respect with the provisions of the Contract to the satisfaction of the Engineer. The Contractor shall also be liable for any loss or damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.
Loss or 20.3 Damage Due to Procuring Entity's Risks	In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 20.4, or in combination with other risks, the Contractor shall, if and to the extent required by the Engineer, rectify the loss or damage and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Procuring Entity. In the case of a combination of risks causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Procuring Entity.
Procuring Entity's Risks 20.4	The Procuring Entity's risks are: (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, (b) rebellion, revolution, insurrection, or military or usurped power, or civil war, (c) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (e) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works, (f) loss or damage due to the use or occupation by the Procuring Entity of any Section or part of the Permanent Works, except as may be provided for in the Contract, (g) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible, and (h) any operation of the forces of nature against which an experienced contractor could not reasonably have been expected to take precautions.
Insurance of 21.1 Works and Contractor's Equipment	The Contractor shall, without limiting his or the Procuring Entity's obligations and responsibilities under Clause 20, insure: (a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit), (b) an additional sum of 15 per cent of such replacement cost, or as may be specified in Part II of these Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, and (c) the Contractor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.



Scope of Cover 21.2

The insurance in paragraphs (a) and (b) of Sub-Clause 21.1 shall be in the joint names of the Contractor and the Procuring Entity and shall cover:

(a) the Procuring Entity and the Contractor against all loss or damage from whatsoever cause arising, other than as provided in Sub-Clause 21.4, from the start of work

at the Site until the date of issue of the relevant Taking-Over Certificate in respect of the Works or any Section or part thereof as the case may be, and

(b) the Contractor for his liability:

(i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and

(ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 49 and 50.

Responsibility for 21.3

Amounts not

Recovered

Exclusions 21.4

Any amounts not insured or not recovered from the insurers shall be borne by the Procuring Entity or the Contractor in accordance with their responsibilities under Clause 20.

There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by:

(a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(b) rebellion, revolution, insurrection, or military or usurped power, or civil war,

(c) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or

(d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Damage to 22.1

Persons and

Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Procuring Entity against all losses and claims in respect of:

(a) death of or injury to any person, or

(b) Loss of or damage to any property (other than the Works),

Which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, Proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause 22.2.

Exceptions 22.2

The "exceptions" referred to in Sub-Clause 22.1 are:

(a) the permanent use or occupation of land by the Works, or any part thereof,

(b) the right of the Procuring Entity to execute the Works, or any part thereof, on, over, under, in or through any land,

(c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract, and

(d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the Procuring Entity, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Procuring Entity, his servants or agents or other contractors for the injury or damage.



Indemnity by 22.3 Procuring Entity	The Procuring Entity shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 22.2.
Third Party 23.1 Entity's obligations and Insurance the Contractor and (including the Procuring Entity, against liabilities for death of or injury to any person (other than Procuring Entity's Property)	The Contractor shall, without limiting his or the Procuring Entity's responsibilities under Clause 22, insure, in the joint names of the Contractor and (including the Procuring Entity, against liabilities for death of or injury to any person (other than Procuring Entity's Property) as provided in Clause 24) or loss of or damage to any property (other than the Works) arising out of the performance of the Contract, other than the exceptions defined in paragraphs (a), (b) and (c) of Sub-Clause 22.2.
Minimum Amount 23.2 of insurance	Such insurance shall be for at least the amount stated in the Appendix to Tender.
Cross Liabilities 23.3	The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Procuring Entity as separate insured.
Accident or Injury 24.1 to Workmen	The Procuring Entity shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Procuring Entity, his agents or servants. The Contractor shall indemnify and keep indemnified the Procuring Entity against all such damages and compensation, other than those for which the Procuring Entity is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
Insurance 24.2 Against Accident to Workmen	The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Procuring Entity is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Procuring Entity, when required, such policy of insurance and the receipt for the payment of the current premium.
Evidence and 25.1 Terms of Insurances	The Contractor shall provide evidence to the Procuring Entity prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Procuring Entity. When providing such evidence and such policies to the Procuring Entity, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Procuring Entity.
Adequacy of 25.2 Insurances	The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Procuring Entity the insurance policies in force and the receipts for payment of the current premiums.
Remedy on 25.3 Contractor's Failure to Insure	If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Procuring Entity within the period required by Sub-Clause 25.1, then and in any such case the Procuring Entity may effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.
Compliance 25.4 with conditions with Policy	In the event that the Contractor or the Procuring Entity fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.



Compliance with 26.1
Statutes,
Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

(a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

(b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the Contractor shall keep the Procuring Entity indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Procuring Entity shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 22.3.

Fossils 27.1

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Procuring Entity and the Contractor, be deemed to be the absolute property of the Procuring Entity. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine:

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Patent Rights 28.1

The Contractor shall save harmless and indemnify the Procuring Entity from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect of any Contractor's Equipment, materials or Plant used for or in connection with or for incorporation in the Works and from and against all damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, except where such infringement results from compliance with the design or Specification provided by the Engineer.

Royalties 28.2

Except where otherwise stated, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

Interference 29.1
with Traffic
and Adjoining
Properties

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

(a) the convenience of the public, or

(b) the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the Procuring Entity or of any other person.

The Contractor shall save harmless and indemnify the Procuring Entity in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible therefor.



Avoidance 30.1 of Damage to Roads	The Contractor shall use every reasonable means to prevent any of the roads or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his Subcontractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such roads and bridges.
Transport of 30.2 Contractor's Equipment or Temporary Works	Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Procuring Entity against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Procuring Entity, and shall negotiate and pay all claims arising solely out of such damage.
Transport of 30.3 Materials or Plant	If, notwithstanding Sub-Clause 30.1, any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Procuring Entity, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the haulier of such materials or Plant is required to indemnify the road authority against damage the Procuring Entity shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the Procuring Entity shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the Contractor in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under Sub-Clause 30.1, then the amount, determined by the Engineer, after due consultation with the Procuring Entity and the Contractor, to be due to such failure shall be recoverable from the Contractor by the Procuring Entity and may be deducted by the Procuring Entity from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Entity. Provided also that the Procuring Entity shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from the Contractor, the Procuring Entity shall consult with the Contractor before such settlement is agreed.
Waterborne 30.4 Traffic	Where the nature of the Works is such as to require the use by the Contractor of waterborne transport the foregoing provisions of this Clause shall be construed as though "road" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.
Opportunities 31.1 for Other Contractors	The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to: (a) any other contractors employed by the Procuring Entity and their workmen, (b) the workmen of the Procuring Entity, and (c) the workmen of any duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any contract which the Procuring Entity may enter into in connection with or ancillary to the Works.
Facilities for 31.2 Other Contractors	If however, pursuant to Sub-Clause 31.1 the Contractor shall, on the written request of the Engineer: (a) make available to any such other contractor, or to the Procuring Entity or any such authority, any roads or ways for the maintenance of which the



Contractor is responsible,



^ FIDIC 1987

(b) permit the use, by any such, of Temporary Works or Contractor's Equipment on the Site, or

(c) provide any other service of whatsoever nature for any such, the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Labour

Contractor to 32.1
Keep Site Clear

During the execution of the Works the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

Clearance of Site 33.1
on Completion

Upon the issue of any Taking-Over Certificate the Contractor shall clear away and remove from that part of the Site to which such Taking-Over Certificate relates all Contractor's Equipment, surplus material, rubbish and Temporary Works of every kind, and leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. Provided that the Contractor shall be entitled to retain on Site, until the end of the Defects Liability Period, such materials, Contractor's Equipment and Temporary Works as are required by him for the purpose of fulfilling his obligations during the Defects Liability Period.

Engagement of 34.1
Staff and Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Returns of Labour 35.1
and Contractor's
Equipment

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting Contractor's Equipment as the Engineer may require.

Materials, Plant and Workmanship

Quality of 36.1
Materials, Plant
and Workmanship

All materials, Plant and workmanship shall be:

(a) of the respective kinds described in the Contract and in accordance with the Engineer's instructions, and

(b) subjected from time to time to such tests as the Engineer may require at the place of manufacture, fabrication or preparation, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places.

The Contractor shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or Plant and shall supply samples of materials, before incorporation in the Works, for testing as may be selected and required by the Engineer.

Cost of Samples 36.1

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by or provided for in the Contract.

Cost of Tests 36.3

The cost of making any test shall be borne by the Contractor if such test is:

(a) clearly intended by or provided for in the Contract, or

(b) particularised in the Contract (in cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfil) in sufficient detail to enable the Contractor to price or allow for the same in his Tender.



Cost of Testsnot 36.4 Providedfor	If any test required by the Engineer whichis: (a) not so intended by or providedfor, (b) (in the cases above mentioned) not so particularized,or (c) (though so intended or provided for) required by the Engineer to be carried out at any place other than the Site or the place of manufacture, fabrication or preparation of the materials or Planttested, shows the materials, Plant or workmanship not to be in accordance with the provisions of the Contract to the satisfaction of the Engineer, then the cost of such test shall be borne by the Contractor, but in any other case Sub-Clause 36.5 shall apply.
Engineer's 36.5 Determination whereTestsnot Providedfor	Where, pursuant to Sub-Clause 36.4, this Sub-Clause applies the Engineershall, after due consultation with the Procuring Entity and the Contractor,determine: (a) any extension of time to which the Contractor is entitled under Clause 44,and (b) the amount of such costs, which shall be added to theContractPrice, and shall notify the Contractor accordingly, with a copy to theProcuring Entity.
Inspectionof 37.1 Operations	The Engineer, and any person authorised by him, shall at all reasonabletimes have access to the Site and to all workshops and places where materialsorPlant are being manufactured, fabricated or prepared for the Works and the Contractor shall afford every facility for and every assistance in obtaining the right to suchaccess.
Inspectionand 37.2 Testing	The Engineer shall be entitled, during manufacture, fabrication or preparationto inspect and test the materials and Plant to be supplied under theContract.If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission for the Engineer to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not release the Contractor from any obligation under theContract.
Datesfor 37.3 Inspection AndTesting	The Contractor shall agree with the Engineer on the time and place forthe inspection or testing of any materials or Plant as provided in the Contract.The Engineer shall give the Contractor not less than 24 hours notice of hisintentionto carry out the inspection or to attend the tests. If the Engineer, or his duly authorised representative, does not attend on the date agreed, theContractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the test readings. If the Engineer has not attended the tests, he shall accept the said readings as accurate.
Rejection 37.4	If, at the time and place agreed in accordance with Sub-Clause 37.3,thematerials or Plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this Clause, the Engineer determines that the materials or Plant are defective or otherwise not in accordance with the Contract, he may reject the materials or Plant and shall notify the Contractor thereof immediately. The notice shall state the Engineer's objections with reasons. The Contractor shall then promptly make good the defect or ensure that rejected materials or Plant comply with the Contract. If the Engineer so requests, the tests of rejected materials or Plant shall be made or repeated under the same terms and conditions. All costs incurred by the Procuring Entity by the repetition of the tests shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Procuring Entity and may be deducted from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a



copy to the Procuring Entity.



^ FIDIC 1987

Independent Inspection 37.5	The Engineer may delegate inspection and testing of materials or Plant to an independent inspector. Any such delegation shall be effected in accordance with Sub-Clause 2.4 and for this purpose such independent inspector shall be considered as an assistant of the Engineer. Notice of such appointment (not being less than 14 days) shall be given by the Engineer to the Contractor.
Examination of Work before Covering up 38.1	No part of the Works shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure any such part of the Works which is about to be covered up or put out of view and to examine foundations before any part of the Works is placed thereon. The Contractor shall give notice to the Engineer whenever any such part of the Works or foundations is or are ready or about to be ready for examination and the Engineer shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such part of the Works or of examining such foundations.
Uncovering and Making Openings 38.2	The Contractor shall uncover any part of the Works or make openings in or through the same as the Engineer may from time to time instruct and shall reinstate and make good such part. If any such part has been covered up or put out of view after compliance with the requirement of Sub-Clause 38.1 and is found to be executed in accordance with the Contract, the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine the amount of the Contractor's costs in respect of such uncovering, making openings in or through, reinstating and making good the same, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Procuring Entity. In any other case all costs shall be borne by the Contractor.
Removal of Improper Work, Materials or Plant 39.1	The Engineer shall have authority to issue instructions from time to time, for: (a) the removal from the Site, within such time or times as may be specified in the instruction, of any materials or Plant which, in the opinion of the Engineer, are not in accordance with the Contract, (b) the substitution of proper and suitable materials or Plant, and (c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefor, of any work which, in respect of (i) materials, Plant or workmanship, or (ii) design by the Contractor or for which he is responsible, is not, in the opinion of the Engineer, in accordance with the Contract.
Default of Contractor in Compliance with the same 39.2	In case of default on the part of the Contractor in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the Procuring Entity shall be entitled to employ and pay other persons to carry out and all costs consequent thereon or incidental thereto shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Procuring Entity, and may be deducted by the Procuring Entity from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Entity.
Suspension of Work 40.1	Suspension The Contractor shall, on the instructions of the Engineer, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the Engineer. Unless such suspension is: (a) otherwise provided for in the Contract, (b) necessary by reason of some default of or breach of contract by the Contractor or for which he is responsible,



(c) necessary by reason of climatic conditions on the Site, or

(d) necessary for the proper execution of the Works or for the safety of the Works or any part thereof (save to the extent that such necessity arises from any act or default by the Engineer or the Procuring Entity or from any of the risks defined in Sub-Clause 20.4),

Sub-Clause 40.2 shall apply.

Engineer's 40.2
Determination
following
Suspension,

Where, pursuant to Sub-Clause 40.1, this Sub-Clause applies the Engineer shall after due consultation with the Procuring Entity and the Contractor, determine

(a) any extension of time to which the Contractor is entitled under Clause 44, and

(b) the amount, which shall be added to the Contract Price, in respect of the cost incurred by the Contractor by reason of such suspension,

and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Suspension 40.3
lasting more
than 84 Days

If the progress of the Works or any part thereof is suspended on the instructions of the Engineer and if permission to resume work is not given by the Engineer within a period of 84 days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c) or (d) of Sub-Clause 40.1, the Contractor may give notice to the Engineer requiring permission, within 28 days from the receipt thereof, to proceed with the Works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the Contractor may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under Clause 51 by giving a further notice to the Engineer to that effect, or, where it affects the whole of the Works, treat the suspension as an event of default by the Procuring Entity and terminate his employment under the Contract in accordance with the provisions of Sub-Clause 69.1, whereupon the provisions of Sub-Clauses 69.2 and 69.3 shall apply.

Commencement and Delays

Commencement 41.1
of Works

The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to tender after the date of the Letter of Acceptance. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

Possession of 42.1
Site and Access
There to

Save insofar as the Contract may prescribe:

(a) the extent of portions of the Site of which the Contractor is to be given possession from time to time

(b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Procuring Entity will, with the Engineer's notice to commence the Works, give to the Contractor possession of

(c) so much of the Site, and

(d) such access as, in accordance with the Contract, is to be provided by the Procuring Entity as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer with a copy to the Procuring Entity, make. The Procuring Entity will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with such programme or proposals, as the case may be.



Failure to Give Possession 42.2

If the Contractor suffers delay and/or incurs costs from failure on the part of the Procuring Entity to give possession in accordance with the terms of Sub-Clause 42.1, the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Rights of Way and Facilities 42.3

Contractor

The Contractor shall bear all costs and charges for special or temporary rights of way required by him in connection with access to the Site. The

Time for Completion 43.1

shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

The whole of the Works and, if applicable, any Section required to be completed within a particular time as stated in the Appendix to Tender, shall be completed in accordance with the provisions of Clause 48, within the time stated in the Appendix to Tender for the whole of the Works or the Section (as the case may be), calculated from the Commencement Date, or such extended time as may be allowed under Clause 44.

Extension of Time for Completion 44.1

In the event of:

- (a) the amount or nature of extra or additional work,
- (b) any cause of delay referred to in these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) any delay, impediment or prevention by the Procuring Entity, or
- (e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Contractor to Provide Notification and Detailed Particulars 44.2

Provided that the Engineer is not bound to make any determination unless the Contractor has

- (a) within 28 days after such event has first arisen notified the Engineer with a copy to the Procuring Entity, and
- (b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

Interim Determination of Extension 44.3

Provided also that where an event has a continuing effect such that it is not

practicable for the Contractor to submit detailed particulars within the period of

28 days referred to in Sub-Clause 44.2(b), he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Procuring Entity and the Contractor and shall notify the Contractor of the determination, with a copy to the Procuring Entity. No final review shall result in a decrease of any extension of time already determined by the Engineer.



Restriction on 45.1
Working Hours

Subject to any provision to the contrary contained in the Contract, none of the Works shall, save as hereinafter provided, be carried on during the night or on locally recognized days of rest without the consent of the Engineer, except when work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided that the provisions of this Clause shall not be applicable in the case of any work which it is customary to carry out by multiple shifts.

Rate of Progress 46.1

If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any Section is at any time, in the opinion of the Engineer, too slow to comply with the Time for Completion, the Engineer shall so notify the Contractor who shall thereupon take such steps as are necessary, subject to the consent of the Engineer, to expedite progress so as to comply with the Time for Completion. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor considers that it is necessary to do any work at night or on locally recognised days of rest, he shall be entitled to seek the consent of the Engineer so to do. Provided that if any steps, taken by the Contractor in meeting his obligations under this Clause, involve the Procuring Entity in additional supervision costs, such costs shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Procuring Entity, and may be deducted by the Procuring Entity from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Liquidated 47.1
Damages
for Delay

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed by Clause 43, then the Contractor shall pay to the Procuring Entity the relevant sum stated in the Appendix to Tender as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Procuring Entity may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

Reduction of 47.2
Liquidated
Damages

If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking-Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.



Taking-Over 48.1 Certificate

When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Procuring Entity, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Procuring Entity, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the Contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of -Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

Taking Over of 48.2 Sections or Parts

Similarly, in accordance with the procedure set out in Sub-Clause 48.1, the Contractor may request and the Engineer shall issue a Taking-Over Certificate in respect of:

- (a) any Section in respect of which a separate Time for Completion is provided in the Appendix to Tender,
- (b) any substantial part of the Permanent Works which has been both completed to the satisfaction of the Engineer and, otherwise than as provided for in the Contract, occupied or used by the Procuring Entity, or
- (c) any part of the Permanent Works which the Procuring Entity has elected to occupy or use prior to completion (where such prior occupation or use is not provided for in the Contract or has not been agreed by the Contractor as a temporary measure).

Substantial 48.3 Completion of Parts

If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Tests on Completion prescribed by the Contract, the Engineer may issue a Taking-Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.

Surfaces 48.4 Requiring Reinstatement

Provided that a Taking-Over Certificate given in respect of any Section or part of the Permanent Works before completion of the whole of the Works shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Taking-Over Certificate shall expressly so state.

Defects Liability

Defects Liability 49.1 Period

In these Conditions the expression "Defects Liability Period" shall mean the defects liability period named in the Appendix to Tender, calculated from:

- (a) the date of completion of the Works certified by the Engineer in accordance with Clause 48, or
 - (b) in the event of more than one certificate having been issued by the Engineer under Clause 48, the respective dates so certified,
- and in relation to the Defects Liability Period the expression "the Works" shall be construed accordingly.



**Completion of 49.2
Outstanding Work
And Remedying
Defects**

To the intent that the Works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the Procuring Entity in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall:

- (a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and
- (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkages or other faults as the Engineer may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the Engineer prior to its expiration, instruct the Contractor to execute.

Cost of 49.3

Remedying Defects

All work referred to in Sub-Clause 49.2 (b) shall be executed by the Contractor at his own cost if the necessity thereof is, in the opinion of the Engineer, due to:

- (a) The use of materials, Plant or workmanship not in accordance with the Contract,
- (b) where the Contractor is responsible for the design of part of the Permanent Works, any fault in such design, or
- (c) The neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

If, in the opinion of the Engineer, such necessity is due to any other cause, he shall determine an addition to the Contract Price in accordance with Clause 52 and Shall notify the Contractor accordingly, with a copy to the Procuring Entity.

**Contractor's 49.4
Failure to Carry
out Instructions
and pay other
costs in the opinion of**

In case of default on the part of the Contractor in carrying out such instruction within a reasonable time, the Procuring Entity shall be entitled to employ persons to carry out the same and if such work is work which,

the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Procuring Entity, and may be deducted by the Procuring Entity from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Entity.

**Contractor 50.1
to Search**

If any defect, shrinkage or other fault in the Works appears at any time prior to the end of the Defects Liability Period, the Engineer may instruct the Contractor, with copy to the Procuring Entity, to search under the directions of the Engineer for the cause thereof. Unless such defect, shrinkage or other fault is one for which the Contractor is liable under the Contract, the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine the amount in respect of the costs of such search incurred by the Contractor, which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Procuring Entity. If such defect, shrinkage or other fault is one for which the Contractor is liable, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case remedy such defect, shrinkage or other fault at his own cost in accordance with the provisions of Clause 49.

Alterations, Additions and Omissions

Variations 51.1

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) increase or decrease the quantity of any work included in the Contract,



- (b) omit any such work (but not if the omitted work is to be carried out by the
- (c) Procuring Entity or by another contractor),



- (d) change the character or quality or kind of any suchwork,
- (e) change the levels, lines, position and dimensions of any part of theWorks,
- (f) execute additional work of any kind necessary for the completion of the Works,or
- (g) Change any specified sequence or timing of construction of any part of the Works.

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause 52. Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

Instructionsfor 51.2 Variations

The Contractor shall not make any such variation without an instruction ofthe Engineer. Provided that no instruction shall be required for increaseordecrease in the quantity of any work where such increase or decrease is not the result of an instruction given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Bill ofQuantities.

Valuationof 52.1 Variations

All variations referred to in Clause 51 and any additions to the ContractPrice which are required to be determined in accordance with Clause 52(forthe purposes of this Clause referred to as “varied work”), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Procuring Entity and the Contractor, suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy tothe Procuring Entity. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause60.

Power 52.2 ofEngineer toFixRates

Provided that if the nature or amount of any varied work relative to the natureor amount of the whole of the Works or to any part thereof, is such that, inthe opinion of the Engineer, the rate or price contained in the Contract foranyitem of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the Engineer with the Procuring Entity and the Contractor, a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly, with a copy to the Procuring Entity. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause60.

Provided also that no varied work instructed to be done by the Engineer pursuant to Clause 51 shall be valued under Sub-Clause 52.1 or under this Sub-Clause unless, within 14 days of the date of such instruction and, other than in the case of omitted work, before the commencement of the varied work, notice shall have been given either:

- (a) by the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price,or
- (b) by the Engineer to the Contractor of his intention to vary a rate or aprice

Variations 52.3 Exceeding15 Percent

If, on the issue of the Taking-Over Certificate for the whole of the Works, itis found that as a resultof:

- (a) all varied work valued under Sub-Clauses 52.1 and 52.2,and



(b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities, excluding Provisional Sums, dayworks and adjustments of price made under Clause 70, but not from any other cause, there have been additions to or deductions from the Contract Price which taken together are in excess of 15 per cent of the "Effective Contract Price" (which for the purposes of this Sub-Clause shall mean the Contract Price, excluding Provisional Sums and allowance for dayworks, if any) then and in such event (subject to any action already taken under any other Sub-Clause of this Clause), after due consultation by the Engineer with the Procuring Entity and the Contractor, there shall be added to or deducted from the Contract Price such further sum as may be agreed between the Contractor and the Engineer or, failing agreement, determined by the Engineer having regard to the Contractor's Site and general overhead costs of the Contract. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Procuring Entity. Such sum shall be based only on the amount by which such additions or deductions shall be in excess of 15 per cent of the Effective Contract Price.

Daywork 52.4

The Engineer may, if in his opinion it is necessary or desirable, issue an instruction that any varied work shall be executed on a daywork basis. The Contractor shall then be paid for such varied work under the terms set out in the daywork schedule included in the Contract and at the rates and prices affixed thereto by him in the Tender.

The Contractor shall furnish to the Engineer such receipts or other vouchers as may be necessary to prove the amounts paid and, before ordering materials, shall submit to the Engineer quotations for the same for his approval.

In respect of such of the Works executed on a daywork basis, the Contractor shall, during the continuance of such work, deliver each day to the Engineer an exact list in duplicate of the names, occupation and time of all workmen employed on such work and a statement, also in duplicate, showing the description and quantity of all materials and Contractor's Equipment used thereon or therefor other than Contractor's Equipment which is included in the Percentage addition in accordance with such daywork schedule. One copy of each list and statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor.

At the end of each month the Contractor shall deliver to the Engineer a priced statement of the labour, materials and Contractor's Equipment, except as aforesaid, used and the Contractor shall not be entitled to any payment unless such lists and statements have been fully and punctually rendered. Provided always that if the Engineer considers that for any reason the sending of such lists or statements by the Contractor, in accordance with the foregoing provision, was impracticable he shall nevertheless be entitled to authorise payment for such work, either as daywork, on being satisfied as to the time employed and the labour, materials and Contractor's Equipment used on such work, or at such value therefor as shall, in his opinion, be fair and reasonable.

Procedure for Claims

Notice of Claims 53.1

Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, with a copy to the Procuring Entity, within 28 days after the event giving rise to the claim has first arisen.

Contemporary 53.2 Records

Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Procuring Entity's liability, the Engineer shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep



any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

Substantiation 53.3 Of Claims

Within 28 days, or such other reasonable time as may be agreed by the Engineer, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer, the Contractor shall send a final account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer so to do, copy to the Procuring Entity all accounts sent to the Engineer pursuant to this Sub-Clause.

Failure to Comply

53.4 If the Contractor fails to comply with any of the provisions of this Clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the Engineer or any arbitrator or arbitrators appointed pursuant to Sub-Clause 67.3 assessing the claim considers to be verified by contemporary records (whether or not such records were brought to the Engineer's notice as required under Sub-Clauses 53.2 and 53.3).

Payment of Claims

53.5 The Contractor shall be entitled to have included in any interim payment certified by the Engineer pursuant to Clause 60 such amount in respect of any claim as the Engineer, after due consultation with the Procuring Entity and the Contractor, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Procuring Entity.

Contractor's Equipment, Temporary Works and Materials

Contractor's 54.1 Equipment, Temporary Works and Materials; Exclusive Use for the Works

All Contractor's Equipment, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another, without the consent of the Engineer. Provided that consent shall not be required for vehicles engaged in transporting any staff, labour, Contractor's Equipment, Temporary Works, Plant or materials to or from the Site.

Procuring Entity not 54.2 Clauses 20 and Liable for Damage

The Procuring Entity shall not at any time be liable, save as mentioned in 65, for the loss of or damage to any of the said Contractor's Equipment, Temporary Works or materials.

Customs 54.3 Clearance

The Procuring Entity will use his best endeavors in assisting the Contractor, where required, in obtaining clearance through the Customs of Contractor's Equipment, materials and other things required for the Works.

Re-export of 54.4 Contractor's assist the Equipment

In respect of any Contractor's Equipment which the Contractor has imported for the purposes of the Works, the Procuring Entity will use his best endeavours to Contractor, where required, in procuring any necessary Government consent to the re-export of such Contractor's Equipment by the Contractor upon the



removal thereof pursuant to the terms of the Contract.



^ FIDIC 1987

Conditions of Hire 54.5 of Contractor's Equipment	With a view to securing, in the event of termination under Clause 63, the continued availability, for the purpose of executing the Works, of any hired Contractor's Equipment, the Contractor shall not bring on to the Site any hired Contractor's Equipment unless there is an agreement for the hire thereof (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner thereof will, on request in writing made by the Procuring Entity within 7 days after the date on which any termination has become effective, and on the Procuring Entity undertaking to pay all hire charges in respect thereof from such date, hire such Contractor's Equipment to the Procuring Entity on the same terms in all respects as the same was hired to the Contractor save that the Procuring Entity shall be entitled to permit the use thereof by any other contractor employed by him for the purpose of executing and completing the Works and remedying any defects therein, under the terms of the said Clause 63.
Costs for the 54.6 Purpose of Clause 63 costs incurred	In the event of the Procuring Entity entering into any agreement for the hire of Contractor's Equipment pursuant to Sub-Clause 54.5, all sums properly paid by the Procuring Entity under the provisions of any such agreement and all by him (including stamp duties) in entering into such agreement shall be deemed, for the purpose of Clause 63, to be part of the cost of executing and completing the Works and the remedying of any defects therein.
Incorporation of 54.7 Clause in Subcontracts	The Contractor shall, where entering into any subcontract for the execution of any part of the Works, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to Contractor's Equipment, Temporary Works or materials brought on to the Site by the Subcontractor.
Approval of 54.8 Materials Not Implied	The operation of this Clause shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.
Quantities 55.1	Measurement The quantities set out in the Bill of Quantities are the estimated quantities for the Works, and they are not to be taken as the actual and correct quantities of the Works to be executed by the Contractor in fulfilment of his obligations under the Contract.
Work to be 56.1 Measured	The Engineer, shall except as otherwise stated, ascertain and determine by measurement the value of the Works in accordance with the Contract and the Contractor shall be paid that value in accordance with Clause 60. The Engineer shall, when he requires any part of the Works to be measured, give reasonable notice to the Contractor's authorised agent, who shall: (a) forthwith attend or send a qualified representative to assist the Engineer in making such measurement, and (b) supply all particulars required by the Engineer. should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of such part of the Works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the Engineer shall prepare records and drawings as the work proceeds and the Contractor, as and when called upon to do so in writing, shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor, within 14 days of such examination, lodges with the Engineer notice of the respects in which such records and drawings are claimed by him to be incorrect. On receipt of such notice, the Engineer shall review the records and drawings and either confirm or vary them.



Method of 57.1 Measurement	The Works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the Contract.
Breakdown of 57.2 Lump Sum Items	For the purposes of statements submitted in accordance with Sub-Clause 60.1, the Contractor shall submit to the Engineer, within 28 days after the receipt of the Letter of Acceptance, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer.

Provisional Sums

Definition of 58.1 "Provisional Sum"	"Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Contractor shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Engineer shall determine in accordance with this Clause. The Engineer shall notify the Contractor of any determination made under this Sub-Clause, with a copy to the Procuring Entity.
Use of 58.2 Provisional Sums	In respect of every Provisional Sum the Engineer shall have authority to issue instructions for the execution of work or for the supply of goods, materials, Plant or services by: (a) the Contractor, in which case the Contractor shall be entitled to an amount equal to the value thereof determined in accordance with Clause 52, and (b) a nominated Subcontractor, as hereinafter defined, in which case the sum to be paid to the Contractor therefore shall be determined and paid in accordance with Sub-Clause 59.4.
Production of 58.3 Vouchers	The Contractor shall produce to the Engineer all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Tender.

Nominated Subcontractors

Definition of 59.1 "Nominated Subcontractors"	All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials, Plant or services for which Provisional Sums are included in the Contract, who may have been or be nominated or selected or approved by the Procuring Entity or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to subcontract shall, in the execution of such work or the supply of such goods, materials, Plant or services, be deemed to be subcontractors to the Contractor and are referred to in this Contract as "nominated Subcontractors".
Nominated 59.2 Subcontractors; Objection to Nomination	The Contractor shall not be required by the Procuring Entity or the Engineer, or be deemed to be under any obligation, to employ any nominated Subcontractor against whom the Contractor may raise reasonable objection, or who declines to enter into a subcontract with the Contractor containing provisions: (a) that in respect of the work, goods, materials, Plant or services the subject of the subcontract, the nominated Subcontractor will undertake towards the Contractor such obligations and liabilities as will enable the Contractor to discharge his own obligations and liabilities towards the Procuring Entity under the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and



Design 59.3 Requirements to be Expressly Stated	(b) that the nominated Subcontractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Subcontractor, his agents, workmen and servants and from and against any misuse by him or them of any Temporary Works provided by the Contractor for the purposes of the Contract and from all claims as aforesaid. If in connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the Permanent Works or of any Plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Subcontract. The nominated Subcontract shall specify that the nominated Subcontractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities.
Payments to 59.4 Nominated Subcontractors	For all work executed or goods, materials, Plant or services supplied by any nominated Subcontractor, the Contractor shall be entitled to:
	(a) the actual price paid or due to be paid by the Contractor, on the instructions of the Engineer, and in accordance with the subcontract; (b) in respect of labour supplied by the Contractor, the sum, if any, entered in the Bill of Quantities or, if instructed by the Engineer pursuant to paragraph (a) of Sub-Clause 58.2, as may be determined in accordance with Clause 52; and (c) in respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision has been made in the Bill of Quantities for a rate to be set against the relevant Provisional Sum, at the rate inserted by the Contractor against that item or, where no such provision has been made, at the rate inserted by the Contractor in the Appendix to Tender and repeated where provision for such is made in a special item provided in the Bill of Quantities for such purpose.
Certification of 59.5 Payments to Nominated Subcontractors	Before issuing, under Clause 60, any certificate, which includes any payment in respect of work done or goods, materials, Plant or services supplied by any nominated Subcontractor, the Engineer shall be entitled to demand from the Contractor reasonable proof that all payments, less retentions, included in previous certificates in respect of the work or goods, materials, Plant or services of such nominated Subcontractor have been paid or discharged by the Contractor. If the Contractor fails to supply such proof then, unless the Contractor:
	(a) satisfies the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments; and (b) produces to the Engineer reasonable proof that he has so informed such nominated Subcontractor in writing, the Procuring Entity shall be entitled to pay to such nominated Subcontractor direct, upon the certificate of the Engineer, all payments, less retentions, provided for in the nominated Subcontract, which the Contractor has failed to make to such nominated Subcontractor and to deduct by way of set-off the amount so paid by the Procuring Entity from any sums due or to become due from the Procuring Entity to the Contractor.
	Provided that, where the Engineer has certified and the Procuring Entity has paid direct as aforesaid, the Engineer shall, in issuing any further certificate in favour of the Contractor, deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.



Certificates and Payment

Monthly Statements 60.1

The Contractor shall submit to the Engineer after the end of each month six copies, each signed by the Contractor's representative approved by the Engineer in accordance with Sub-Clause 15.1, of a statement, in such form as the Engineer may from time to time prescribe, showing the amounts to which the Contractor considers himself to be entitled up to the end of the month in respect of:

- (a) the value of the Permanent Works executed,
- (b) any other items in the Bill of Quantities including those for Contractor's Equipment, Temporary Works, dayworks and the like,
- (c) the percentage of the invoice value of listed materials, all as stated in the Appendix to Tender, and Plant delivered by the Contractor on the Site for incorporation in the Permanent Works but not incorporated in such Works,
- (d) adjustments under Clause 70, and
- (e) any other sum to which the Contractor may be entitled under the Contract or otherwise.

Monthly Payments 60.2

The Engineer shall, within 28 days of receiving such statement, deliver to the Employer an Interim Payment Certificate stating the amount of payment to the Contractor which the Engineer considers due and payable in respect of such statement, subject:

(a) firstly, to the retention of the amount calculated by applying the Percentage of Retention stated in the Appendix to Tender, to the amount to which the Contractor is entitled under paragraphs (a), (b), (c) and (e) of Sub-Clause 60.1 until the amount so retained reaches the Limit of Retention Money stated in the Appendix to Tender, and

(b) Secondly, to the deduction, other than pursuant to Clause 47, of any sums which may have become due and payable by the Contractor to the Procuring Entity. Notwithstanding the terms of this Clause or any other Clause of the Contract no amount will be certified by the Engineer for payment until the performance security, if required under the Contract, has been provided by the Contractor and approved by the Procuring Entity.

Payment of Retention Money 60.3

(a) Upon the issue of the Taking-Over Certificate with respect to the whole of the Works, one half of the Retention Money, or upon the issue of a Taking-Over Certificate with respect to a Section or part of the Permanent Works only such proportion thereof as the Engineer determines having regard to the relative value of such Section or part of the Permanent Works, shall be certified by the Engineer for payment to the Contractor.

(b) Upon the expiration of the Defects Liability Period for the Works the other half of the Retention Money shall be certified by the Engineer for payment to the Contractor. Provided that, in the event of different Defects Liability Periods having become applicable to different Sections or parts of the Permanent Works pursuant to Clause 48, the expression "expiration of the Defects Liability Period" shall, for the purposes of this Sub-Clause, be deemed to mean the expiration of the latest of such periods. Provided also that if at such time there shall remain to be executed by the Contractor any work instructed, pursuant to Clauses 49 and 50, in respect of the Works, the Engineer shall be entitled to withhold certification until completion of such work of so much of the balance of the Retention Money as shall, in the opinion of the Engineer, represent the cost of the work remaining to be executed.

Correction of Certificates 60.4

The Engineer may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which shall have been issued by him and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.



Statement at Completion 60.5	Not later than 84 days after the issue of the Taking-Over Certificate in respect of the whole of the Works, the Contractor shall submit to the Engineer six copies of statement at Completion with supporting documents showing in detail, in the form approved by the Engineer: (a) the final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate, (b) Any further sums which the Contractor considers to be due, and (c) An estimate of amounts which the Contractor considers will become due to him under the Contract. The estimated amounts shall be shown separately in such Statement at Completion. The Engineer shall certify payment in accordance with Sub-Clause 60.2.
Final Statement 60.6	Not later than 56 days after the issue of the Defects Liability Certificate pursuant to Sub-Clause 62.1, the Contractor shall submit to the Engineer for consideration six copies of a draft final statement with supporting documents showing in detail, in the form approved by the Engineer: (a) the value of all work done in accordance with the Contract, and (b) Any further sums which the Contractor considers to be due to him under the Contract or otherwise. If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed (for the purposes of these Conditions referred to as the "Final Statement"). If, following discussions between the Engineer and the Contractor and any changes to the draft final statement which may be agreed between them, it becomes evident that a dispute exists, the Engineer shall deliver to the Procuring Entity an Interim Payment Certificate for those parts of the draft final statement, if any, which are not in dispute. The dispute may then be settled in accordance with Clause 67.
Discharge 60.7	Upon submission of the Final Statement, the Contractor shall give to the Procuring Entity, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract. Provided that such discharge shall become effective only after payment due under the Final Payment Certificate issued pursuant to Sub-Clause 60.8 has been made and the performance security referred to in Sub-Clause 10.1, if any, has been returned to the Contractor.
Final Payment Certificate 60.8	Within 28 days after receipt of the Final Statement, and the written discharge, the Engineer shall issue to the Procuring Entity (with a copy to the Contractor) a Final Payment Certificate stating: (a) the amount which, in the opinion of the Engineer, is finally due under the Contract or otherwise, and (b) after giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled other than under Clause 47, the balance, if any, due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity as the case may be.
Cessation of Procuring Entity's Liability 60.9	The Procuring Entity shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Statement and (except in respect of matters or things arising after the issue of the Taking-Over Certificate in respect of the whole of the Works) in the Statement at





Time for Payment 60.10

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other term of the Contract, shall, subject to Clause 47, be paid by the Procuring Entity to the Contractor within 28 days after such Interim Payment Certificate has been delivered to the Procuring Entity, or, in the case of the Final Payment Certificate referred to in Sub-Clause 60.8, within 56 days, after such Final Payment Certificate has been delivered to the Procuring Entity. In the event of the failure of the Procuring Entity to make payment within the times stated, the Procuring Entity shall pay to the Contractor interest at the rate stated in the Appendix to Tender upon all sums unpaid from the date by which the same should have been paid. The provisions of this Sub-Clause are without prejudice to the Contractor's entitlement under Clause 69 or otherwise.

**Approval only by 61.1
Defects Liability
Certificate
Defects Liability 62.1
Certificate**

Only the Defects Liability Certificate, referred to in Clause 62, shall be deemed to constitute approval of the Works.

The Contract shall not be considered as completed until a Defects Liability certificate shall have been signed by the Engineer and delivered to the Procuring Entity, with a copy to, the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer's satisfaction. The Defects Liability Certificate shall be given by the Engineer within 28 days after the expiration of the Defects Liability Period, or, if different defects liability periods shall become applicable to different Sections or parts of the Permanent Works, the expiration of the latest such period, or as soon thereafter as any works instructed, pursuant to Clauses 49 and 50, have been completed to the satisfaction of the Engineer. Provided that the issue of defect

Liability Certificate shall not be a condition precedent to payment to the Contractor of the second portion of the Retention Money in accordance with the conditions set out in Sub-Clause 60.3.

**Unfulfilled 62.2
Obligations**

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Procuring Entity shall remain liable for the fulfilment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

Remedies

**Default of 63.1
Contractor**

If the Contractor is deemed by law unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or becomes insolvent, or makes an arrangement with, or assignment in favor of, his creditors, or agrees to carry out the Contract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if, under any law or regulation relating to reorganization, arrangement or readjustment of debts, proceedings are commenced against the Contractor or resolutions passed in connection with dissolution or liquidation or if any steps are taken to enforce any security interest over a substantial part of the assets of the Contractor, or if any act is done or event occurs with respect to the Contractor or his assets which, under any applicable law has a substantially similar effect to any of the foregoing acts or events, or if the Contractor has contravened Sub-Clause 3.1, or has an execution levied on his goods, or if the Engineer certifies to the Procuring Entity, with a copy to the Contractor, that, in his opinion, the Contractor:

- (a) has repudiated the Contract,
- (b) without reasonable excuse has failed
 - (i) to commence the Works in accordance with Sub-Clause 4.1.1, or



(ii) to proceed with the Works, or any Section thereof, within 28 days after receiving notice pursuant to Sub-Clause 46.1,



(c) has failed to comply with a notice issued pursuant to Sub-Clause 37.4 or an instruction issued pursuant to Sub-Clause 39.1 within 28 days after having received it,

(d) despite previous warning from the Engineer, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract, or

(e) has contravened Sub-Clause 4.1,

then the Procuring Entity may, after giving 14 days' notice to the Contractor, enter upon the Site and the Works and terminate the employment of the Contractor without thereby releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and authorities conferred on the Procuring Entity or the Engineer by the Contract, and may himself complete the Works or may employ any other contractor to complete the Works. The Procuring Entity or such other contractor may use for such completion so much of the Contractor's Equipment, Temporary Works and materials as he or they may think proper.

Valuation at Date of Termination 63.2

The Engineer shall, as soon as may be practicable after any such entry and termination by the Procuring Entity, fix and determine ex parte, or by or after reference to the parties or after such investigation or enquiries as he may think fit to make or institute, and shall certify:

(a) what amount (if any) had, at the time of such entry and termination, been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract, and

(b) The value of any of the said unused or partially used materials, any Contractor's Equipment and any Temporary Works.

Payment after Termination 63.3

If the Procuring Entity terminates the Contractor's employment under this Clause, he shall not be liable to pay to the Contractor any further amount (including damages) in respect of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any) and all other expenses incurred by the Procuring Entity have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum (if any) as the Engineer may Certify would have been payable to him upon due completion by him after deducting the said amount. If such amount exceeds the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Procuring Entity the amount of such excess and it shall be deemed a debt due by the Contractor to the Procuring Entity and shall be recoverable accordingly.

Assignment of Benefit of Agreement 63.4

unless prohibited by law, the Contractor shall, if so instructed by the Engineer within 14 days of such entry and termination referred to in Sub-Clause 63.1, assign to the Procuring Entity the benefit of any agreement for the supply of any goods or materials or services and/or for the execution of any work for the purposes of the Contract, which the Contractor may have entered into.

Urgent Remedial Work 64.1

If, by reason of any accident, or failure, or other event occurring to, in, or in connection with the Works, or any part thereof, either during the execution of the Works, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Engineer, urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work, the Procuring Entity shall be entitled to employ and pay other persons to carry out such work as the Engineer may consider necessary. If the work or repair so done by the Procuring Entity is work which, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer and shall be recoverable from the Contractor by the Procuring Entity, and may be deducted by the Procuring Entity from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Entity. Provided that the Engineer shall, as



soon after the occurrence



^ FIDIC 1987

of any such emergency as may be reasonably practicable, notify the Contractor thereof.

Special Risks

- No Liability for 65.1
Special Risks** The Contractor shall be under no liability whatsoever in consequence of any of the special risks referred to in Sub-Clause 65.2, whether by way of indemnity or otherwise, for or in respect of:
- (a) destruction of or damage to the Works, save to work condemned under the provisions of Clause 39 prior to the occurrence of any of the said special risks,
 - (b) destruction of or damage to property, whether of the Procuring Entity or third parties, or
 - (c) injury or loss of life.
- Special Risks 65.2** The special risks are:
- (a) the risks defined under paragraphs (a), (c), (d) and (e) of Sub-Clause 20.4, and
 - (b) the risks defined under paragraph (b) of Sub-Clause 20.4 insofar as these relate to the country in which the Works are to be executed.
- Damage to Works 65.3
by Special Risks** If the Works or any materials or Plant on or near or in transit to the Site, or any of the Contractor's Equipment, sustain destruction or damage by reason of any of the said special risks, the Contractor shall be entitled to payment in accordance with the Contract for any Permanent Works duly executed and for any materials or Plant so destroyed or damaged and, so far as may be required by the Engineer or as may be necessary for the completion of the Works, to payment for:
- (a) rectifying any such destruction or damage to the Works, and
 - (b) replacing or rectifying such materials or Contractor's Equipment, and the Engineer shall determine an addition to the Contract Price in accordance with Clause 52 (which shall in the case of the cost of replacement of Contractor's Equipment include the fair market value thereof as determined by the Engineer) and shall notify the Contractor accordingly, with a copy to the Procuring Entity.
- Projectile, Missile 65.4** Destruction, damage, injury or loss of life caused by the explosion or impact, whenever and wherever occurring, of any mine, bomb, shell, grenade, or other projectile, missile, munition, or explosive of war, shall be deemed to be a consequence of the said special risks.
- Increased Costs 65.5
arising from
Special Risks** Save to the extent that the Contractor is entitled to payment under any other provision of the Contract, the Procuring Entity shall repay to the Contractor any costs of the execution of the Works (other than such as may be attributable to the cost of reconstructing work condemned under the provisions of Clause 39 prior to the occurrence of any special risk) which are howsoever attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this Clause hereinafter contained in regard to outbreak of war, but the Contractor shall, as soon as any such cost comes to his knowledge, forthwith notify the Engineer thereof. The Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine the amount of the Contractor's costs in respect thereof which shall be added to the Contract Price and shall notify the Contractor accordingly, with a copy to the Procuring Entity.
- Outbreak of War 65.6** If, during the currency of the Contract, there is an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the Works, the Contractor shall, unless and until the Contract is terminated under the provisions of this Clause, continue to use his best endeavors to complete the execution of the Works. Provided that the Procuring Entity shall be entitled, at any time after such outbreak of war, to terminate the Contract by giving notice to the Contractor and, upon such notice being given, the Contract shall, except as to the rights of the



parties under this Clause and Clause 67, terminate, but without prejudice to the rights of either



party in respect of any antecedent breach thereof.

**Removal of 65.7
Contractor's
Equipment on
Termination**

If the Contract is terminated under the provisions of Sub-Clause 65.6, the Contractor shall, with all reasonable dispatch, remove from the Site all Contractor's Equipment and shall give similar facilities to his Subcontractors to do so.

**Payment if 65.8
Contract
Terminated**

If the Contract is terminated as aforesaid, the Contractor shall be paid by the Procuring Entity, insofar as such amounts or items have not already been covered by payments on account made to the Contractor, for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

(a) the amounts payable in respect of any preliminary items referred to in the Bill of Quantities, so far as the work or service comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;

(b) the cost of materials, Plant or goods reasonably ordered for the Works which have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery, such materials, Plant or goods becoming the property of the Procuring Entity upon such payments being made by him;

(c) a sum being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the Works insofar as such expenditure has not been covered by any other payments referred to in this Sub-Clause;

(d) any additional sum payable under the provisions of Sub-Clauses 65.3 and 65.5;

(e) such proportion of the cost as may be reasonable, taking into account payments made or to be made for work executed, of removal of Contractor's Equipment under Sub-Clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to other destination, at no greater cost; and

(f) the reasonable cost of repatriation of all the Contractor's staff and workmen Employed on or in connection with the Works at the time of such termination. Provided that against any payment due from the Procuring Entity under this Sub-Clause, the Procuring Entity shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Contractor's Equipment, materials and Plant and any other sums which, at the date of termination, were recoverable by the Procuring Entity from the Contractor under the terms of the Contract. Any sums payable under this Sub-Clause shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer who shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Release from Performance

**Payment in Event 66.1
of Release from
Performance**

If any circumstance outside the control of both parties arises after the issue of the Letter of Acceptance which renders it impossible or unlawful for either or both parties to fulfil his or their contractual obligations, or under the law governing the Contract the parties are released from further performance, then the parties shall be discharged from the Contract, except as to their rights under this Clause and Clause 67 and without prejudice to the rights of either party in respect of any antecedent breach of the Contract, and the sum payable by the Procuring Entity to the Contractor in respect of the work executed shall be the same as that which would have been payable under Clause 65 if the Contract had been terminated under the provisions of Clause 65.



Settlement of Disputes

Engineer's 67.1 Decision

If a dispute of any kind whatsoever arises between the Procuring Entity and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, 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 eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Procuring Entity and the Contractor. Such decision shall state that it is made pursuant to this Clause.

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

If either the Procuring Entity or the Contractor be dissatisfied with any decision of the Engineer, or if the Engineer fails to give notice of his decision on or before the Eighty-fourth day after the day on which he received the reference, then either the Procuring Entity or the Contractor may, on or before the seventieth day after the day on which he received notice of such decision, or on or before the seventieth day after the day on which the said period of 84 days expired, as the case may be, give notice to the other party, with a copy for information to the Engineer, of his intention to commence arbitration, as hereinafter provided, as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration, as hereinafter provided, as to such dispute and, subject to Sub-Clause 67.4, no arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Procuring Entity and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Procuring Entity or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer, the said decision shall become final and binding upon the Procuring Entity and the Contractor.

Amicable 67.2 Settlement

Where notice of intention to commence arbitration as to a dispute has been given in accordance with Sub-Clause 67.1, the parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which notice of intention to commence arbitration of such dispute was given, even if no attempt at amicable settlement thereof has been made.

Arbitration 67.3

Any dispute in respect of which:

- (a) the decision, if any, of the Engineer has not become final and binding pursuant to Sub-Clause 67.1, and
- (b) amicable settlement has not been reached within the period stated in Sub-Clause 67.2,

shall be finally settled, unless otherwise specified in the Contract, under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed under such Rules. The said arbitrator/s shall have full power to open up, review and revise any decision, opinion, instruction, determination, certificate or valuation of the Engineer related to the dispute.

Neither party shall be limited in the proceedings before such arbitrator/s to the evidence nor did arguments put before the Engineer for the purpose of obtaining his said decision pursuant to Sub-Clause 67.1. No such decision shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator/s on any matter whatsoever relevant to the dispute.



Failure to Comply with Engineer's Decision	Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Procuring Entity, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the Works. where neither the Procuring Entity nor the Contractor has given notice of commencement arbitration of a dispute within the period stated in Sub-Clause 67.1 and the related decision has become final and binding, either party may, if the other party fails to comply with such decision, and without prejudice to any other rights it may have, refer the failure to arbitration in accordance with Sub-Clause 67.3. The provisions of Sub-Clauses 67.1 and 67.2 shall not apply to any such reference.
Notice to Contractor	Notices All certificates, notices or instructions to be given to the Contractor by the Procuring Entity or the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the Contractor's principal place of business or such other address as the Contractor shall nominate for that purpose.
Notice to Procuring Entity and Engineer	Any notice to be given to the Procuring Entity or to the Engineer under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission to or left at the respective addresses nominated for that purpose in Part 1 of these Conditions.
Change of Address	Either party may change a nominated address to another address in the country where the Works are being executed by prior notice to the other party, with a copy to the Engineer, and the Engineer may do so by prior notice to both parties.
Default of Procuring Entity	Default of Procuring Entity In the event of the Procuring Entity: (a) failing to pay to the Contractor the amount due under any certificate of the Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10, within which payment is to be made, subject to any deduction that the Procuring Entity is entitled to make under the Contract, (b) interfering with or obstructing or refusing any required approval to the issue of any such certificate, (c) becoming bankrupt or, being a company, going into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or (d) giving notice to the Contractor that for unforeseen economic reasons it is impossible for him to continue to meet his contractual obligations, The Contractor shall be entitled to terminate his employment under the Contract by giving notice to the Procuring Entity, with a copy to the Engineer. Such termination shall take effect 14 days after the giving of the notice.
Removal of Contractor's Equipment	upon the expiry of the 14 days' notice referred to in Sub-Clause 69.1, the Contractor shall, notwithstanding the provisions of Sub-Clause 54.1, with all reasonable dispatch, remove from the Site all Contractor's Equipment brought by him thereon.
Payment on Termination	In the event of such termination the Procuring Entity shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Clause 65, but, in addition to the payments specified in Sub-Clause 65.8, the Procuring Entity shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.



**Contractor's 69.4
Entitlement to
Suspend Work
if the**

Without prejudice to the Contractor's entitlement to interest under Sub-Clause 60.10 and to terminate under Sub-Clause 69.1, the Contractor may, if the Procuring Entity fails to pay the Contractor the amount due under any certificate

Engineer within 28 days after the expiry of the time stated in Sub-Clause 60.10 within which payment is to be made, subject to any deduction that the Procuring Entity is entitled to make under the Contract, after giving 28 days' prior notice to the Procuring Entity, with a copy to the Engineer, suspend work or reduce the rate of work.

If the Contractor suspends work or reduces the rate of work in accordance with the provisions of this Sub-Clause and thereby suffers delay or incurs costs the Engineer shall, after due consultation with the Procuring Entity and the Contractor, determine:

- (a) any extension of time to which the Contractor is entitled under Clause 44, and
- (b) the amount of such costs, which shall be added to the Contract Price, and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

**Resumption 69.5
of Work**

Where the Contractor suspends work or reduces the rate of work. Having given notice in accordance with Sub-Clause 69.4, and the Procuring Entity subsequently pays the amount due, including interest pursuant to Sub-Clause 60.10, the Contractor's entitlement under Sub-Clause 69.1 shall, if notice of termination has not been given, lapse and the Contractor shall resume normal working as soon as is reasonably possible.

Changes in Cost and Legislation

**Increase or 70.1
Decrease
of Cost**

There shall be added to or deducted from the Contract Price such sums in respect of rise or fall in the cost of labour and/or materials or any other matters affecting the cost of the execution of the Works as may be determined in accordance with Part II of these Conditions.

**Subsequent 70.2
Legislation**

If, after the date 28 days prior to the latest date for submission of tenders for the Contract there occur in the country in which the Works are being or are to be executed changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under Sub-Clause 70.1, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Procuring Entity and the Contractor, be determined by the Engineer and shall be added to or deducted from the Contract Price and the Engineer shall notify the Contractor accordingly, with a copy to the Procuring Entity.

Currency and Rates of Exchange

**Currency 71.1
Restrictions**

If, after the date 28 days prior to the latest date for submission of tenders for the Contract, the Government or authorized agency of the Government of the country in which the Works are being or are to be executed imposes currency restrictions and/or transfer of currency restrictions in relation to the currency or currencies in which the Contract Price is to be paid, the Procuring Entity shall reimburse any loss or damage to the Contractor arising therefrom, without prejudice to the right of the Contractor to exercise any other rights or remedies to which he is entitled in such event.

**Rates of 72.1
Exchange**

Where the Contract provides for payment in whole or in part to be made to the Contractor in foreign currency or currencies, such payment shall not be subject to variations in the rate or rates of exchange between such specified foreign currency or currencies and the currency of the country in which the Works are to be



executed.



^ FIDIC 1987

Currency 7.2.2
Proportions

Where the Procuring Entity has required the Tender to be expressed in a single currency but with payment to be made in more than one currency and the Contractor has stated the proportions or amounts of other currency or currencies in which he requires payment to be made, the rate or rates of exchange applicable for calculating the payment of such proportions or amounts shall, unless otherwise stated in Part II of these Conditions, be those prevailing, as determined by the Central Bank of the country in which the Works are to be executed, on the date 28 days prior to the latest date for the submission of tenders for the Contract, as has been notified to the Contractor by the Procuring Entity prior to the submission of Tenders or as provided for in the Tender.

Currencies of 7.2.3
Payment for
determine
Provisional Sums

Where the Contract provides for payment in more than one currency, the proportion or amounts to be paid in foreign currencies in respect of Provisional sum shall be in accordance with the principles set forth in when the sums are utilized in whole or in part in accordance with the provisions of Clauses 58 and 59.

REFERENCE TO PART II

As stated in the Foreword at the beginning of this document, the FIDIC Conditions comprise both Part I and Part II. Certain Clauses, namely Sub-Clauses 1.1 paragraph (a) (i) and (v), 5.1 (part), 14.1, 14.3, 68.2 and 70.1 must include additional wording in Part II for the Conditions to be complete. Other Clauses may require additional wording to supplement Part I or to cover particular circumstances or the type of work (dredging is an example).

Part II Conditions of Particular Application with guidelines for the preparation of Part II are printed in a separately bound document.



PART 1 - GENERAL CONDITIONS

Index

Clause

Access to Site	42.1
Access to Works, Engineer	37.1
Access, Contractor to Satisfy Himself	11.1
Accident or Injury to Workmen - Insurance Against	24.2
Accident or Injury to Workmen - Liability for	24.1
Address, Change of	68.3
Adequacy of Insurance	25.2
Adjustment of Contract Price if Variations Exceed 15 per cent of Tender Sum	52.3
Agreement	9.1
Alterations, Additions and Omissions	51.
	&52.
Ambiguities in Contract Documents	5.2
Amicable Settlement of Disputes	67.2
Appointment of Assistants to Engineer	2.4
Approval by the Engineer	7.3
Approval of Materials not Implied	54.8
Approval Only by Defects Liability Certificate	61.1
Arbitration	67.3
Assignment of Contract	3.1
Avoidance of Damage to Roads	30.1
Bills of Quantities -Estimated Only	55.1
Boreholes and Exploratory Excavation	18.1
Breakdown of Lump Sum Items	52.7
Care of Works	20.1
Cash Flow Estimate to be Submitted	14.3
Certificate, Final Payment	60.8
Certificates and Payment, Monthly Statements	60.1
Certificates, Correction of	60.5
Certificate, Taking-Over	48.1
Certification of Completion of Works	48.1
Certification of Completion of Sections or Parts	48.2
Cessation of Procuring Entity's Liability	60.9
Change of Address, Notice of	68.3
Claims, Contemporary Records	53.2
Claims, Notice of	53.1
Claims, Payment of	53.5
Claims, Substantiation of	53.3
Claims Under Performance Security	10.3
Clearance of Site on Completion	33.1
Commencement of Works	41.1
Completion of Works, Time for	43.1
Completion of Works, Time for, Extension of	44.1
Completion, Statement at	60.5
Compliance with Insurance Policy Conditions	25.4
Compliance with Statutes and Regulations	26.1
Contemporary Records for Claims	53.2
Contract Agreement	9.1
Contractor Not Relieved of Duties or Responsibilities	14.4
Contractor's Employees	16.1
Contractor's Employees, Engineer at Liberty to Object	16.2
Contractor's Entitlement to Suspend Work for Procuring Entity's Default	69.4
Contractor's Equipment, Conditions of Hire	54.5
Contractor's Equipment, Procuring Entity not Liable for Damage	54.2

Index

Clause

Contractor's Equipment, Insurance of	21.1
Contractor's Equipment, Reference in Subcontracts	54.7
Contractor's Equipment, Temporary Works and Materials; Exclusive Use for the Works	54.1
Contractor's Equipment, Transport of	30.2
Contractor's Failure to Carry Out Instructions	49.4
Contractor's Failure to Insure, Remedy	25.3
Contractor's General Responsibilities	8.1
Contractor's Superintendence	15.1
Contractor to Keep Site Clear	32.1
Contractor to Search	50.1
Correction of Certificates	60.4
Cost of Remedying Defects	49.3
Cost of Samples	36.2
Cost of Tests	36.3
Cost of Tests not Provided for	36.4
Covering up Work, Examination Before	38.1
Cross Liabilities	23.3
Currencies of Payment for Provisional Sums	72.3
Currencies, Rates of Exchange	72.1
Currency Restrictions	71.1
Custody and Supply of Drawings and Documents	6.1
Customs Clearance	54.3
Damage to Persons and Property	22.1
Damage to Roads, Avoidance of	30.1
Damage to Works, Special Risks	65.3
Damages, Liquidated	47.1
Dates for Inspection and Testing	37.3
Daywork	52.4
Decrease or Increase of Costs	70.1
Default of Contractor in Compliance with Instructions on Improper Work	39.2
Default of Contractor, Remedies for	63.1
Default of Procuring Entity	69.1
Defective Materials and Work	39.1
Defects, Contractor to Search for, if Required	50.1
Defects, Cost of Remedying	49.3
Defects Liability Certificate	62.1
Defects Liability Period	49.1
Defects, Remedying of	49.2
Definitions	1.1
Delay, Liquidated Damages for	47.1
Delays and Cost of Delay of Drawings	6.4
Design by Nominated Subcontractors	59.3
Discharge	60.7
Discrepancies in Documents	5.2
Dismissal of Contractor's Employees	16.2
Disorderly Conduct, etc.	34.1
Disputes, Engineer's Decision	67.1
Disruption of Progress	6.3
Documents Mutually Explanatory	5.2
Drawings	6 & 7
Drawings and Documents-Custody and Supply of	6.1
Drawings and Instructions-Supplementary	7.1
Drawings, Copy to be Kept on Site	6.2
Drawings, Delays and Cost of Delay of Drawings	6.4
Drawings, Failure by Contractor to Submit	6.5
Procuring Entity not Liable for Damage to Contractor's Equipment etc.	54.2



Index

	Clause
Procuring Entity's Liability,Cessation of	60.9
Procuring Entity'sResponsibilities	34.1
Procuring Entity'sRisks	20.4
Engagement of Staff and Labour	34.1
Engineer's Authority to Delegate	2.3
Engineer's Determination Where Tests not Provided for	36.5
Engineer's Dutiesand Authority	2.1
Engineer to ActImpartially	2.6
Environment -Protectionof	19.1
Errors inSettingOut	17.1
Evidence and Terms ofInsurance	25.1
Examination of Work beforeCovering Up	38.1
Exceptions	22.2
Exchange,Rates of	72.1
Exclusions	21.4
Extension of Time, due to Procuring Entity's Failure to give PossessionofSite	42.2
Extension of TimeforCompletion	44.1
Extension of Time for Completion,Contractor'sClaim	44.2
Extension of Time for Completion,Engineer'sDetermination	44.3
Extraordinary Traffic	30.
Facilities forOtherContractors	31.2
Facilities - Rights ofWay and	42.3
Failure by Contractor toSubmit Drawings	6.5
Failure to Comply withClaims Procedure	53.4
Failure to Comply withEngineer'sDecision	67.4
Failure to Give Possessionof Site	42.2
Faulty Work,Removalof	39.1
Feesand Notices	26.1
Fencing, Watching,Lighting, etc.	19.1
Final Payment Certificate	60.8
FinalStatement	60.6
Foreign Currencies,Paymentin	72.
Fossils	27.1
Foundations,Examinationof	38.1
General ResponsibilitiesofContractor	8.1
Giving of Notices - PaymentofFees	26.1
Headings and Marginal Notes	1.2
Improper Work and Materials,Removal of	39.1
Increase or DecreaseofCosts	70.1
Indemnity by Contract	22.1
	& 24.1
Indemnity by Procuring Entity	22.3
Independent Inspection	37.5
Injury to Persons - Damage to Property	22.1
Injury to Workmen	24.1
Inspection and Testing	37.2
Inspection and Testing, Dates for	37.3
Inspection of Foundations, etc.	38.1
Inspection of Operations	37.1
Inspection of Site by Contractor	11.1
Instructions for Variations	51.2
Instructions in Writing	2.5
Instructions, Supplementary	7.1
Insurance, Adequacy of	25.2



Index

Clause

Insurance, Evidence and Terms of	25.1
Insurance, Minimum Amount of	23.2
Insurance of Works and Contractor's Equipment	21.1
Insurance, Remedy on Failure to Insure	25.3
Insurance, Responsibility for Amounts not Recovered	21.3
Insurance, Scope of Cover	21.2
Insurance, Third Party	23.1
Insurance, Workmen	24.2
Interference with Traffic and Adjoining Properties	29.1
Interim Determination of Extension	44.3
Interpretations	1.3
Labour, Engagement of	34.1
Language/s and Law	5.1
Law to which Contract Subject	5.1
Legislation, Subsequent	70.2
Lighting, Fencing, Watching, etc.	19.1
Liquidated Damages for Delay	47.1
Liquidated Damages, Reduction of	47.2
Loss or Damage due to Procuring Entity's Risks	20.3
Loss or Damage - Responsibility to Rectify	20.2
Lump Sum Items - Breakdown of	57.2
Materials and Plant, Transport of	30.3
Materials - Approval of, etc, not Implied	54.8
Materials, Improper - Removal of	39.1
Materials, Quality of	36.1
Materials, Supply of	8.1
Measurement by Engineer	56.1
Measurement, Method of	57.1
Measurement, Quantities Estimated Only	55.1
Methods of Construction	8.2
Minimum Amount of Insurance	23.2
Monthly Payments	60.2
Nominated Subcontractors, Certification of Payments to	59.5
Nominated Subcontractors, Definition	59.1
Nominated Subcontractors, Design by	59.3
Nominated Subcontractors, Objection to Nomination	59.2
Nominated Subcontractors, Payment to	59.4
Not Foreseeable Physical Obstructions or Conditions	12.2
Notice of Claims	53.1
Notices and Fees, Payment of	26.1
Notices, Consents and Approvals	1.5
Notice to Contractor	68.1
Notice to Procuring Entity and Engineer	68.2
Objections to Contractor's Employees	16.2
Obstructions or Conditions - Not Foreseeable Physical	12.2
Omissions, Alterations and Additions	59.
Openings, Uncovering and making	38.2
Operations, Inspection of	37.1
Order of Work, Contractor to Furnish Programme	14.1
Other Contractors, Opportunities for	31.1
Patent Rights	28.1
Payment if Contract Terminated for Contractor's Default	63.3
Payment if Contract Terminated for Procuring Entity's Default	69.3
Payment of Claims	53.5



Index

Clause

Payment, Time for	60.10
Performance Security	10.1
Performance Security-Claims Under	10.3
Performance Security-Period of Validity	10.2
Period of Defects Liability	49.1
Permanent Works Designed by Contractor	7.2
Physical Obstructions or Conditions-Not Foreseeable	12.2
Physical Obstructions or Conditions-Engineer's Determination	12.3
Plant and Materials, Transport of	30.3
Plant, Conditions of Hire	54.5
Plant, Customs Clearance	54.3
Plant, Procuring Entity not Liable for damage to	54.2
Plant, etc.-Exclusive Use for the Works	54.1
Plant, Quality of	36.1
Plant, Re-export of	54.4
Plant, Removal of	39.1
Policy of Insurance-Compliance with Conditions	25.4
Possession of Site	42.1
Possession of Site, Failure to Give	42.2
Power of Engineer to Fix Rates	52.2
Priority of Contract Documents	5.2
Programme to be Submitted	14.1
Progress-Disruption of	6.3
Progress-Rate of	46.1
Protection of Environment	19.1
Provision to Indemnify Contractor	22.3
Provision to Indemnify Procuring Entity	22.2
Provisional Sums, Currencies of Payment	72.3
Provisional Sums, Definition	58.1
Provisional Sums, Production of Vouchers	58.3
Provisional Sums, Use of	58.2
Quality of Materials and Workmanship	36.1
Quantities	55.1
Rate of Progress	46.1
Rates of Exchange	72.1
Rates, Power of Engineer to Fix	52.2
Rectification of Loss or Damage	20.2
Reduction of Liquidated Damages	47.2
Re-export of Plant	54.4
Regulations, Statutes, etc., Compliance with	26.1
Rejection	37.4
Release from Performance	66.1
Remedies for Default of Contractor	63.1
Remedying of Defects	49.2
Remedying of Defects, Cost of	49.3
Remedy on Contractor's Failure to Insure	25.3
Removal of Contractor's Employees	16.2
Removal of Contractor's Equipment	69.2
Removal of Improper Work, Materials or Plant	39.1
Removal of Plant, etc.	65.7
Responsibility to Rectify Loss or Damage	20.2
Responsibility Unaffected by Approval	7.3
Restriction on Working Hours	45.1
Resumption of Work	69.5
Retention Money, Payment of	60.3
Returns of Labour and Contractor's Equipment	35.1



Index

Clause

Revised Programme	14.2
Rights of Way and Facilities	42.3
Risks, Procuring Entity's	20.4
Risks, Special	65.
Roads, etc., - Damage by Extraordinary Traffic	30.1
Roads, Interference with Access to	29.1
Royalties	28.2
Safety, Security and Protection of the Environment	19.1
Samples, Cost of	36.2
Security, Safety and Protection of the Environment	19.1
Setting-Out	17.1
Singular and Plural	1.4
Site, Clearance on Completion	33.1
Site, Contractor to Keep Clear	32.1
Site, Inspection of by Contractor	11.1
Site Operations and Methods of Construction	8.2
Site, Possession of	42.1
Special Risks	65
Staff, Engagement of	34.1
Statement at Completion	60.5
Statement, Final	60.6
Statutes, Regulations, etc. - Compliance with	26.1
Subcontracting	4.1
Subcontractors, Nominated	59
Subcontractors, Responsibility of the Contractor for Acts and Default of	4.1
Subsequent Legislation	70.2
Substantial Completion of Sections or Parts	48.3
Sufficiency of Tender	12.1
Supply of Plant, Materials and Labour	8.1
Surfaces Requiring Reinstatement	48.4
Suspension, Engineer's Determination	40.2
Suspension lasting more than 84 days	40.3
Suspension of Work	40.1
Taking Over Certificate	48.1
Taking Over of Sections or Parts	48.2
Tender Documents	11.1
Tender, Sufficiency of	12.1
Termination of Contract by Procuring Entity	63.1
Termination of Contract by Procuring Entity, Assignment of Benefit	63.4
Terms of Insurance	25.1
Tests, Cost of	36.3
Tests not Provided for - Cost of	36.4
Third Party Insurance	23.1
Time for Completion	43.1
Time for Completion, Extension of	44.1
Time for Payment	60.10
Traffic, Extraordinary	30.1
Traffic, Interference with	29.1
Traffic, Waterborne	30.4
Transport of Contractor's Equipment and Temporary Works	30.2
Transport of Materials and Plant	30.3
Uncovering Work and Making Openings	38.2
Unfulfilled Obligations	62.2
Urgent Remedial Work	64.1



Index

Clause

Valuation at Date of Termination by the Procuring Entity	63.2
Variations	51.1
Variations, Daywork Basis	52.4
Variations, Exceeding 15 per cent	52.3
Variations, Instructions for	51.2
Variations, Power of the Engineer to Fix Rates	52.2
Variations, Valuation of	51.3
Vouchers, Production of	58.3
War, Outbreak of	20.4
Watching and Lighting, etc.	19.1
Waterborne Traffic	30.4
Work, Examination of Before Covering Up	38.1
Work, Improper, Removal of	39.1
Working Hours, Restriction of	45.1
Workmanship, Quality of	36.1
Workmen, Accident or Injury to	24.1
Works, Care of	20.1
Works, Completion of (Defects Liability Certificate)	62.1
Works, Commencement of	41.1
Works, Insurance of	21.1
Works, Remedying of Defects	49.2
Works, Time for Completion of	43.1
Works to be Measured	56.1
Work, Suspension of	40.1
Work to be in Accordance with the Contract	13.1



FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS

CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING CONSTRUCTION

FORMS OF TENDER AND AGREEMENT



FOURTH EDITION 1987

Reprinted 1988 with editorial amendments

Reprinted 1992 with further amendments

PART - II

PARTICULAR CONDITIONS OF CONTRACT

PART II - PARTICULAR CONDITIONS OF CONTRACT

TABLE OF CONTENTS

	Page
1.1 Definitions	PARTII-PCC1
2.1 Engineer's DutiesandAuthority	PARTII-PCC2
2.2 Engineer'sRepresentative	PARTII-PCC3
2.7 EngineerNotLiable	PARTII-PCC3
2.8 Replacement oftheEngineer	PARTII-PCC3
5.1 Language(s)andLaw	PARTII-PCC3
5.2 Priority ofContractDocuments	PARTII-PCC3
6.6 ShopDrawings	PARTII-PCC4
6.7 As-BuiltDrawings	PARTII-PCC4
9.1 ContractAgreement	PARTII-PCC4
10.1 PerformanceSecurity	PARTII-PCC4
10.4 PerformanceSecurityBindingonVariationsandChanges	PARTII-PCC5
14.1 Program tobeSubmitted	PARTII-PCC5
14.3 Cash Flow Estimate tobeSubmitted	PARTII-PCC5
14.5 Detailed Program and MonthlyProgressReport	PARTII-PCC5
15.2 LanguageAbilityofContractor'sRepresentative	PARTII-PCC6
15.3 Contractor'sRepresentative	PARTII-PCC6
16.3 LanguageAbilityofSuperintendingStaffofContractor	PARTII-PCC6
16.4 Employment ofLocalPersonnel	PARTII-PCC6
19.3 SafetyPrecautions	PARTII-PCC6
19.4 Lighting WorksatNight	PARTII-PCC6
20.4 Procuring Entity'sRisks	PARTII-PCC6
21.1 Insurance of Works andContractor'sEquipment	PARTII-PCC7
21.2 ScopeofCover	PARTII-PCC9
21.4 Exclusions	PARTII-PCC9
25.1 Evidence and TermsofInsurance	PARTII-PCC10
25.5 InsuranceCompanies	PARTII-PCC10
31.3 Cooperation withOtherContractors	PARTII-PCC10
34.2 Rates of Wages and ConditionsofLabour	PARTII-PCC10
34.3 EmploymentofPersonsintheServiceofOthers	PARTII-PCC10
34.4 HousingforLabour	PARTII-PCC10
34.5 HealthandSafety	PARTII-PCC10
34.6 Epidemics	PARTII-PCC11
34.7 SupplyofWater	PARTII-PCC11
34.8 Alcoholic LiquororDrugs	PARTII-PCC11
34.9 ArmsandAmmunition	PARTII-PCC11
34.10 Festivals andReligiousCustoms	PARTII-PCC11
34.11 DisorderlyConduct	PARTII-PCC11
34.12 CompliancebySubcontractors	PARTII-PCC11
35.2 Records of SafetyandHealth	PARTII-PCC11
35.3 ReportingofAccidents	PARTII-PCC11
36.6 Use of Pakistani MaterialsandServices	PARTII-PCC11
41.1 CommencementofWorks	PARTII-PCC11
51.2 InstructionsforVariations	PARTII-PCC11
52.1 ValuationofVariations	PARTII-PCC12
52.3 Variationexceeding15%	PARTII-PCC12
53.4 FailuretoComply	PARTII-PCC12
54.5 Conditions of Hire ofContractor'sEquipment	PARTII-PCC12
59.4 Payments tonominatedSubcontractors	PARTII-PCC12
59.5 Certification of Payments &NominatedSubcontractors	PARTII-PCC12
60.1 MonthlyStatements	PARTII-PCC13
60.10 TimeforPayment	PARTII-PCC13
60.11 Financial AssistancetoContractor	PARTII-PCC13

60.13	Recovery of Retention Money	PART II-PCC14
60.14	Withholding of Payments	PART II-PCC14
63.1	Default of Contractor	PART II-PCC14
65.2	Special Risks	PART II-PCC14
65.6	Out Break of War	PART II-PCC14
67.3	Arbitration	PART II-PCC14
68.1	Notice to Contractor	PART II-PCC15
68.2	Notice to Procuring Entity and Engineer	PART II-PCC15
69.1	Default of Procuring Entity	PART II-PCC15
69.4	Contractor's Entitlement to Suspend Work	PART II-PCC15
70.1	Increase or Decrease of Cost	PART II-PCC15
71 & 72	Currency and Rates of Exchange	PART II-PCC15
73.1	Payment of Income Tax	PART II-PCC15
73.2	Cost inclusive of duties and taxes	PART II-PCC15
74.1	Integrity Pact	PART II-PCC15
75.1	Termination of Contract for Procuring Entity's Convenience	PART II-PCC16
76.1	Liability of Contractor	PART II-PCC16
77.1	Joint and Several Liability	PART II-PCC16
78.1	Details to be Confidential	PART II-PCC16
79.1	Precaution for Pollution	PART II-PCC16

PART II

PARTICULAR CONDITIONS OF CONTRACT

These Particular Conditions Of Contract - Part II are additions, deletions and amendments to General Conditions of Contract - Part I and shall be taken into consideration in interpreting or construing such clauses. Sub-Clause numbers, if similar as of Part-I, are amendments therein otherwise these are additional Clauses or Sub-Clauses thereto.

Definitions 1.1	(a)	(i)	The Procuring Entity is The Executive Engineer C&W Building Division Tribal District Bajaur on Behalf Sectary to Government of Khyber Pakhtunkhwa, Higher Education Archives & Libraries Department.
	(a)	(iv)	The Engineer is The Engineer is Executive Engineer, Building Division Tribal District Bajaur, and Tel: 0942222215, Email: xenbldgbajaur@gmail.com. or any other competent person appointed by the Procuring Entity, and notified to the Contractor, to act in replacement of the Engineer. Provided always that except in cases of Professional misconduct, the outgoing Engineers is to formulate his Certifications/ recommendations in relation to all outstanding matters, disputes claims relating to the execution of the Works during his tenure.
	Add the following paragraphs:		
	(a)	(vii)	“Bidder or Tenderer” means any person or persons, company, Corporation, firm or joint venture submitting a Tender.
	(b)	(v)	Add the following at the end of the paragraph: The word “Tender” is synonymous with “Bid” and the word “Tender Documents” with “Bidding Documents”.
		(vi)	Add the following at the end of the paragraph: The word “Bill of Quantities” is synonymous with “Estimate Including Premium”.
	Add the following paragraph:		
	(b)	(ix)	“Program” means the Program to be submitted by the Contractor in accordance with Sub-Clause 14.1 and any Approved revisions thereto.
	(e)	(i)	Delete the text and substitute: “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Contractor for the execution and Completion of the Works subject to such additions thereto or deductions there from as may be made and remedying of any Defects therein in accordance with the provisions of the Contract.
Engineer's Duties and Authority	(2.1)	(b)	With reference to Sub-Clause 2.1(b), the following provisions shall also apply; The Engineer shall obtain the specific approval of the procuring entity before carrying out his duties in accordance with the following Clauses: (i) Consenting to the sub-letting of any part of the Works

			under Sub-Claus- 4.1 “Subcontracting”. (ii) Certifying additional cost determined under Sub-Clause 12.2 “Not Foreseeable Physical Obstructions or Conditions”. (iii) Any action under Clause 10 “Performance Security” and Clauses 21, 23, 24 & 25 “Insurance” of sorts. (iv) Any action under Clause 40 “Suspension”. (v) Any action under Clause 44 “Extension of Time for Completion.” (vi) Any action under Clause 47 “Liquidated Damages for Delay”. (vii) Issuance of “Taking Over Certificate” under Clause 48. (viii) Issuing a Variation Order under Clause 51, except: a) in an emergency* situation, as stated here below, or b) if such variation would increase the Contract Price by less Than the amount stated in the Appendix-A to bid. (ix) Fixing rates or prices under Clause 52. (x) Extra payment as a result of Contractor’s claims under Clause 53. (xi) Release of Retention Money to the Contractor under Sub Clause 60.3 “Payment of Retention Money”. (xii) Issuance of “Final Payment Certificate” under Sub-Clause 60.8. (xiii) Issuance of “Defect Liability Certificate” under Sub-Clause 62.1. (xiv) Any change in the ratios of Contract currency proportions and payments thereof under Clause 72 “Currency and Rate Of Exchange”. (If in the opinion of the Engineer an emergency occurs affecting the safety of life or of the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion Of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Procuring entity entity .)
	Add the following Sub-Clauses:		
Engineer’s Representative	2.2		Add the following paragraph: The procuring entity shall ensure that the Engineer’s Representative is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)
Engineer not Liable	2.7		Approval, reviews and inspection by the Engineer of any part of the Works does not relieve the Contractor from his sole responsibility and liability for the supply of materials, plant and equipment for construction of the Works and their parts in accordance with the Contract and neither the Engineer's authority to act nor any decision made by him in good faith as provided for under the Contract whether to exercise or not to

			Exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their representatives or employees or any other person performing any portion of the Works.
Replacement of the Engineer	2.8		“If the procuring entity intends to replace the Engineer, the Procuring entity shall, not less than 14 days before the intended date of replacement, give notice to the Contractor, of the name, address and relevant experience of the Intended replacement Engineer. The Procuring entity shall not replace the Engineer with a person against whom the Contractor raises reasonable Objection by notice to the Procuring entity , with supporting particulars.”
Language(s) and Law	5.1	(a)	The Contract Documents shall be drawn up in the English Language.
		(b)	The Contract shall be subject to the Laws of Islamic Republic of Pakistan.
Priority of Contract Documents	5.2		Delete the documents listed at (1) to (6) of the Sub-Clause and substitute with the following: (a) The Contract Agreement; (b) The Letter of Acceptance; (c) The Completed form of Bid; (d) Addenda (if any) (e) Special Stipulations (Appendix-A to Bid); (f) The Particular Conditions of Contract – Part II; (g) The General Conditions of Contract – Part I; (h) Special Provisions (i) For scheduled items: 1). Estimate (Appendix-D to Bid) 2). Drawings (Volume III) 3). Appendices to Bid (Excluding Appendix A & D) 4). KPK-MRS-2025 Specifications - For non-scheduled items: 1). Drawings (Volume III) 2). KPK-MRS-2025 Specifications 3). Estimate (Appendix-D to Bid) 4). Appendices to Bid (Excluding Appendix A & D) (j) Any other document forming Part of the Contract by Reference; In case of discrepancies between drawings, those of larger scale shall govern unless they are superseded by a drawing of later date regardless of scale. All Drawings and Specifications shall be interpreted in conformity with the Contract and these Conditions. Addendum, if any, shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract.
	Add the following Sub-Clause:		
Shop Drawings	6.6		The Contractor shall submit to the Engineer for review 3 copies of all shop and erection drawings applicable to this Contract as per provision of relevant Sub-Clause of the Contract. Review and approval by the Engineer shall not be construed as a complete check but will indicate only that the general

			method of construction and detailing is satisfactory and that the Engineer's review or approval shall not relieve the Contractor of any of his responsibilities under the Contract.
As-Built Drawings	6.7		At the completion of the Works under the Contract, the Contractor shall Furnish to the Engineer 6 copies and one reproducible of all drawings Amended to comply with the Works as built. The price of such Drawings shall be deemed to be included in the Contract Price.
Contract Agreement	9.1		Delete the text and substitute with the following: The Contract Agreement, Performance Security, Insurance Policies / Bonds and other Bond/Guarantees/Sureties shall be prepared and Completed at the cost of the Contractor. The Contractor shall prepare six (6) copies of the Contract Document (including all the volumes / documents listed in the Contract Agreement) along-with copies of all the Bonds / Guarantees / Sureties, at his cost and shall submit the same to The Procuring entity.
Performance Security	10.1		Delete the text and substitute with the following: "The Contractor shall provide a Performance Security in the prescribed Form annexed to these Documents. The said Security shall be furnished by the Contractor within fourteen (14) days after the receipt of Letter of Acceptance. The Performance Security shall be of an amount equal to ten percent (10%) of the Contract Price in the currency of the Contract at the option of the bidder, in the form of Bank Guarantee from Any Scheduled Bank in Pakistan or from a bank located outside Pakistan Duly counter-guaranteed by a Scheduled Bank in Pakistan. The cost of complying with requirements of this Sub-Clause shall be Borne by the Contractor.
Add the following Sub-Clause:			
Performance Security Binding on Variations and Changes	10.4		The Performance Security shall be binding irrespective of changes in the quantities or variations in the Works or extensions in Time for Completion of the Works which are granted or agreed upon under the provisions of The Contract.
Program to be Submitted	14.1		Delete the text and substitute with the following: The Contractor shall prepare and submit the Program of the work acceptable to the Engineers with in fourteen (14) days of the receipt of Letter of Acceptance for agreement of the Engineer and approval of the Procuring entity. This Program shall identify and highlight those activities which are on the critical path. The time schedule may be adjusted from time to time but the contractual completion date shall remain unchanged in accordance with the Bid documents unless extensions of time are approved in accordance with the contract. The Program should be computerized and drawn-up on the critical path method. Progress reporting by the Contractor should be supported, on fortnightly basis with an update analysis of the progress including a statement on items, which are or are to become critical to the progress of the Work, along with the proposal on how the Contractor intends to alleviate the situation. Program should include complete sequence of Activities. Program to be Primavera based and updated with

			actual progress continually
Cash Flow Estimate to be Submitted	14.3		The detailed Cash Flow Estimate shall be submitted within fourteen (14) days from the date of receipt of Letter of Acceptance.
Detailed Program and Monthly Progress Report	14.5		a) For purposes of Sub-Clause 14.1, the Contractor shall submit to the Engineer detailed Program for the following: (1) Execution of Works; (2) Labour Employment; (3) Material Procurement; (4) Schedule for submittals of shop drawings/bar-bending schedule, samples of material/literature for approval; and (5) Other details as required by the Engineer. (b) During the period of the Contract, the Contractor shall submit to the Engineer not later than the 3rd day of the following week, 10 copies each of Monthly Progress Reports covering: (1) A Construction Schedule indicating the fortnightly progress in percentage; (2) Description of all work carried out since the last report; (3) Description of the work planned for the next 15 days sufficiently detailed to enable the Engineer to determine his Program of inspection and testing; (4) fortnightly summary of daily job record; (5) Photographs to illustrate progress; and (6) Information about problems and difficulties encountered, if Any, and proposals to overcome the same. (c) During the period of the Contract, the Contractor shall keep a daily record of the work progress, which shall be made available to the Engineer as and when requested. The daily record shall include particulars of weather conditions, number of men working, deliveries of materials, quantity, location and assignment of Contractor's equipment.
Language Ability of Contractor's Representative	15.2		The Contractor's authorized representative shall be fluent in the English language. Alternately an interpreter with ability of English language shall be provided by the Contractor on full time basis.
Contractor's Representative	15.3		The Contractor's authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council. The Contractor's authorized representative at Site shall be authorized to exercise adequate administrative and financial powers on behalf of the Contractor so as to achieve completion of the Works as per the Contract.
Language Ability of Superintending Staff of Contractor	16.3		A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of the English language. If the Contractor's superintending staffs is not fluent in English language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.
Employment of Local Personnel	16.4		The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor from sources within Pakistan.

Safety Precautions	19.3	In order to provide for the safety, health and welfare of persons, and for prevention of damage of any kind, all operations for the purposes of or in connection with the Contract shall be carried out in compliance with the Safety Requirements of the Government of Pakistan with such modifications thereto as the Engineer may authorize or direct and the Contractor shall take or cause to be taken such further measures and comply with such further requirements as the Engineer may determine to be reasonably necessary for such purpose. The Contractor shall make, maintain and submit reports to the Engineer concerning safety, health and welfare of persons and damage to property, as the Engineer may from time to time prescribe.
Lighting Work at Night	19.4	In the event of work being carried out at night, the Contractor shall at his own cost, provide and maintain such good and sufficient light as will enable the work to proceed satisfactorily and without danger. The approaches to the Site and the Works where the night-work is being carried out shall be sufficiently lighted. All arrangement adopted for such lighting shall be to the satisfaction of the Engineer's Representative
Procuring Entity's Risk	20.4	The Procuring entity's risks are: Delete the text and substitute with the following: (a) insofar as they directly affect the execution of the Works in Pakistan: (i) war and hostilities (whether war be declared or not), invasion, act of foreign enemies, (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war, (iii) ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works; (b) loss or damage due to the use or occupation by the Procuring entity of any Section or part of the Permanent Works, except as may be Provided for in the Contract. (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and (d) any operation of the forces of nature (insofar as it occurs on the Site) which an experienced contractor:- (i) could not have reasonably foreseen, or (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:- (a) prevent loss or damage to physical property from occurring by taking appropriate measures, or (b) insure against
Insurance of	21.1	Contractor is bound to provide all the below mentioned

Works and Contractor's Equipment		insurance policies for the persons, works and equipment, etc. on the Contract. (a) General Requirements The Engineer/Engineer's Representative and their designate staff for supervision of work shall be included as an insured party against all risks and liabilities. The Contractor shall insure with any one of the Insurance Companies approved for this purpose by the Procuring entity in the joint names of the Procuring entity, the Engineer, and the Contractor against all loss or damages as stated in the General Conditions and as stated herein. Notwithstanding the responsibilities of the Contractor for indemnities and insurance as described above, the Contractor before commencing work on Site, must discuss fully with the Engineer & Procuring entity the Insurance coverage provided by each under any general policies which are to be applied to this Contract to ensure that there are no contingencies left uncovered and to Reduce, as far as practicable, duplication of coverage. Should any areas of possible damage or loss be discovered that are not covered by definition of responsibilities set out in these conditions, the addition or reduction in premiums required to give such insurance coverage will be paid by the Contractor and the policies obtained by the mutual agreement of the Procuring entity and the Contractor. All payments will be in Pakistan Rupees required to replace the Damaged items. The Contractor shall be responsible for deductibles and losses not covered by insurance. An insurance loss shall not affect the Procuring entity's or Contractor's rights and obligations under the Contract. All policies shall state that: i. the Procuring entity shall receive at least twenty eight (28) days written notice of intended cancellation or change affecting coverage. ii. The Contractor is fully protected so as to provide full indemnity to Procuring entity in respect of liability against loss or damage assumed by the Contractor under the Contract. iii. The inclusion of more than one Insured shall not affect the rights of any other insured. The Contractor shall be responsible for observance by his Sub Contractor(s) of insurances noted herein. Before each Sub Contractor starts work the Contractor shall give the Procuring entity proof that the Sub contractor(s) are covered by insurance equivalent to that specified herein for the Contractor. (b) The Contractor shall include the following insurances: i. Third Party Liability Insurance Risks insured: bodily injury, death and property damage. Scope of coverage: contractual liability, tortuous liability, premises and operations liability, Contractor's contingent liability with respect to Sub Contractor's operations. Minimum limit: as indicated in Annexure 'A' to the Form of
--	--	--

		Bid inclusive, each occurrence. ii. All Risk Property Insurance: All risks including fire, flood, storm and earthquake. Scope of coverage: the Works, during the entire duration of the Contract including the Period of Maintenance, and all permanent, temporary and consumable materials related to the Works which are in storage, in transit or at site of the Works. Minimum limit: the sum of the Contract Price plus fifteen Percent (15%). This policy shall state that : (a) if a loss occurs the Contractor, the Procuring entity and the Engineer shall be paid in relation of their share of the Loss. (b) (Waiver of subrogation) the Insurer has no subrogation rights against any person, corporation or organization (including directors, officers, employees, servants and agents thereof) which: is an Insured under the policy, or is controlled by, owned by, or associated with an Insured, or is a Sub Contractor on the Works, or has, before a loss occurs, been released from liability by an Insured. "Hold harmless" provisions: The Procuring entity and the Contractor shall be indemnified against all losses. Procuring entity use or occupancy: If the Procuring entity uses or occupies all or part of the Works during the life of the Policy the Contractor shall ensure that the policy Continues in full force and the Procuring entity shall pay any resulting extra cost of insurance. Loss Procedure: If a loss occurs the Contractor shall, on behalf of the Procuring entity and himself negotiate the value of the loss with the insurer. Unless directed otherwise by the Engineer, when agreement is reached the Contractor shall repair all damage and the Procuring entity shall pay him, in accordance with the Engineer's certificates, for that part of the repairs which is the Procuring entity's responsibility. If directed by the Engineer, instead of carrying out repairs, the Contractor shall pay to the party suffering the loss that part of the agreed value of the loss which is the Contractor's responsibility. iii. All Risk Contractor's Plant Insurance Scope of coverage: all construction machinery plant used by the Contractor for the Works. iv. Automobile Liability Insurance. Risks insured: Bodily injury, death, property damage and theft. Scope of coverage: all licensed vehicles owned, hired operated or licensed by the Contractor. Minimum limit: as indicated in Annexure 'A' to the form of Bid inclusive each occurrence. Cost of compliance with the requirements of this sub-clause and providing all insurance policies shall be borne by the Contractor.
Scope of Cover	21.2	Para. (a) of Sub-clause 21.2 is amended by deletion of the words "from the start of work at the site." and by the substitution therefore of the words "from the first working day after the Commencement Date.". In Part I, the following is

			added as sub-para (c) under Sub-Clause 21.2, c) It shall be the responsibility of the Contractor to notify the insurer of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the currency of the Contract.
Exclusions	21.4		Delete the text and substitute with the following: There shall be no obligation for the insurances in Sub-Clause 21.1 to include loss or damage caused by the risks listed under Sub-Clause 20.4 paras (a) (i) to (iv).
Evidence and Terms of Insurances	25.1		Sub-Clause 25.1 of the General Conditions of Contract Part-I, the first sentence “The Contractor shall Policies to the Procuring entity” is deleted and substituted with the following sentence. “The Contractor shall provide evidence to the Procuring entity as soon as practical but in any case prior to the start of the work at site that the insurances required under the Contract have been affected and shall provide the insurance policies to the Procuring entity. “Following new paragraph is added at the end. The Contractor shall also submit in original the receipts of all the premiums paid by the Contractor in connection with the above Insurances.
Insurance Companies	25.5		The Contractor shall be obliged to place insurances relating to the Contract including, but not limited to, the insurances referred to in Clauses 21, 23 and 24 with either National Insurance Company of Pakistan or any other insurance company operating in Pakistan and acceptable to the Procuring entity . Costs of such insurances shall be borne by the Contractor
Co-operation with other Contractors	31.3		During the execution of the Works, the Contractor shall co-operate fully with other contractors working for the Procuring entity at and in the vicinity of the Site and also shall provide adequate precautionary facilities not to make himself a nuisance to local residents and other Contractors.
Rates of Wages and Conditions of Labor	34.2		The Contractor shall pay rates of wages and observe conditions of labor not less favorable than those established for the trade or industry where the work is carried out. In the absence of any rates of wages or conditions of labor so established, the Contractor shall pay rates of wages and observe conditions of labor which are not less favorable than the general level of wages and conditions observed by other procuring entity s whose general circumstances in the trade or in industry in which the Contractor is engaged are similar.
Employment of Persons in the Service of Others	34.3		The Contractor shall not recruit his staff and labor from amongst the persons in the services of the Procuring entity or the Engineer; except with the prior written consent of the Procuring entity or the Engineer, as the case may be.
Housing for Labour	34.4		Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On

			completion of the Contract, unless agreed with the Procuring entity, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer.
Health and Safety	34.5		Save insofar as the Contract otherwise provides, the Contractor shall provide and maintain such housing accommodation and amenities as he may consider necessary for all his supervisory staff and labour, employed for the purposes of or in connection with the Contract including all fencing, electricity supply, sanitation, cookhouses, fire prevention, water supply and other requirements in connection with such housing accommodation or amenities. On completion of the Contract, unless agreed with the Procuring entity, the temporary camps or housing provided by the Contractor shall be removed and the Site reinstated to its original condition, all to the approval of the Engineer
Epidemics	34.6		In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for purpose of dealing with and overcoming the same.
Supply of Water	34.7		The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer or his representative, adequate supply of drinking and other water for the use of his staff and labour.
Alcoholic Liquor or Drugs	34.8		The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.
Arms and Ammunition	34.9		The Contractor shall not give, or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
Festivals and Religious Customs	34.10		The Contractor shall in all dealings with his staff and labour have due regard to all recognized festivals, days of rest and religious and other customs
Disorderly Conduct	34.11		The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst staff and labour and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same.
Compliance by Subcontractors	34.12		The Contractor shall be responsible for compliance by his Subcontractors of the provisions of this Clause.
Records of Safety and Health	35.2		The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.
Reporting of Accidents	35.3		The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means.

Use of Pakistani Materials and Services	36.6		The Contractor shall, so far as may be consistent with the Contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.
Commencement of Works	41.1		Delete the text and substitute with the following: The Contractor shall commence the Works on Site within the period named in Appendix – A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.
instructions for Variations	51.2		At the end of the first sentence, after the word “Engineer”, add the words “in writing”.
Valuation of Variations	52.1		Delete the words “after due consultation Engineer and the Contractor” in seventh to ninth line and replace with following: The valuation will be carried out on the basis of applicable item rates of KPK-MRS-2025 with the rebate offered by the contractor in the contract, failing which the valuation will be carried out by the Engineer on the basis of current market rates with the resource input based on similar items of KPK-MRS-2025 deduced there from so far as it is practicable to do so. Failing all above, the valuation will be carried out by the Engineer on the basis of actual input with the application of current market rates for labour, material etc. after due consultation with the Procuring entity and the Contractor. No escalation on account of material, labour, POL etc. shall be allowed on such items if the valuation is carried out on the basis of current market rates and the percentage of overheads, taxes & profit, etc. to be allowed in such cases shall be nineteen-point five percent (21.5%). In the tenth line, after the words “Engineer shall” add the following:- Within a period not exceeding one-eighth of the completion time subject to a minimum of 56 days from the date of disagreement whichever is later Add the following Para at the end of sub-clause 52.1 of Part-I: “The approval / finalization of rates of all variations shall not relieve the Contractor of his obligations under the Contract. The Contractor shall neither stop the work nor slow down the progress of the Works in awaiting the approval of rates of all variations.
Failure to Comply	53.4		Delete this Sub-Clause in its entirety.
Variations Exceeding 15 per cent	52.3		Delete the words “15 per cent” and replace with “25 per cent”
Conditions of Hire of Contractor’s Equipment	54.5		Add the following paragraph: The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor’s Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the

			agreement for the hire thereof contains a provision in Accordance with the requirements set forth above.
Payments to Nominated Subcontractors	59.4		The Contractor shall pay to the nominated Subcontractor the amounts which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with Clause 58 [Provisional Sums], except as stated in Sub-Clause 59.5 [Certification of Payments]
Certification of Payments & Nominated Subcontractors	59.5		Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless The Contractor: a) submits reasonable evidence to the Engineer, or b) i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring entity may (at his sole discretion) pay direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in Sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring entity, the amount which the nominated Subcontractor was directly paid by the Procuring entity .
Monthly Statements	60.1		In Para (c) delete the words "the Appendix to Tender" and substitute with the words "Sub-Clause 60.11 (a) (6) hereof".
Time for Payment	60.10		Delete the text and substitute with the following: The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Procuring entity to the Contractor within 7 days after such Interim Payment Certificate has been delivered to the Procuring entity, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 56 days after such Final Payment Certificate has been delivered to the Procuring entity . In the event of failure of the Procuring entity to make payment within the times stated due to circumstances beyond his control, the Procuring entity shall not pay to the Contractor any interest or compensation of any sort.
Financial Assistance to Contractor	60.11		Financial assistance shall be made available to the Contractor By the Procuring entity by adopting the following method. Mobilization Advance a) Mobilization Advance up to fifteen percent (15%) of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring entity to the Contractor in two equal parts upon 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. (i) First part within 14 days after signing of the Agreement or the date of receipt of Engineer's Notice to Commence, whichever is earlier; and (ii) (ii) Second part within 42 days from the date of payment of the first part, subject to the satisfaction of the Engineer as to the state of full mobilization of the Contractor, bringing / installing / erecting of equipment mentioned in Appendix-G to Bid b) This Advance shall be recovered @ 25% of the amount of work done from Interim Payment Certificates (IPC) and shall be fully recovered before completion of the project.
Recovery of Retention Money	60.13	An amount equal to ten percent (08%) of the contract price shall be retained from interim payments against work done as retention money. The maximum amount of retention money shall be eight (8%) percent of the Contract price stated in Letter of Acceptance.
Withholding of Payment	60.14	a) The Procuring entity at his own or on the recommendations of the Engineer may withhold the whole or part of any payment requested by the Contractor if it is necessary in his opinion to protect himself against losses on account of the following reasons: i) Defective work not rectified. ii) Non-fulfilment of any due demand and guarantee or renewal of any guarantee or surety. iii) Claims if third parties raised against the Procuring entity caused through the fault of the Contractor in connection with the specific works/activity, if any. iv) Damage caused by the Contractor or his personnel or any sub-contractor, to the Procuring entity, or to a third party on the site. v) Non-fulfilment of the Contract by the Contractor vi) Non-fulfilment of the Contractual Obligation towards submittal of Shop Drawings, Bar Bending Schedules, Samples, erection of Mock-Up samples, As-built drawings, etc. a) After the reasons of withholding of payments have been eliminated to the satisfaction of the Procuring entity and the Engineer, payments to the Contractor will be undertaken by the Procuring entity without delay.
Default of Contractor	63.1	Add the following para at the end of the Sub-Clause: Provided further that in addition to the action taken by the Procuring entity against the Contractor under this Clause, the Procuring entity may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Byelaws 1987, as amended from time to time.
Special Risks	65.2	Delete the text and substitute with the following: The Special Risks are the risks defined under Sub-Clause 20.4 Paragraph a (i) to (v).
Out Break of War	65.6	In sub-clause 65.6, delete "in any part of the World" from the second line of the paragraph
Arbitration	67.3	In the sixth to eight lines, delete the words "shall be finally

		settled appointed under such Rules” and substitute with the following: “Shall be finally settled under the provisions of the Arbitration Act, 1940 as amended or any statutory modification or re-enactment thereof for the time being in force”. Add the following paragraph: The place of arbitration shall be Peshawar, Pakistan
Notices to Contractor	68.1	Add the following paragraph: For the purposes of this Sub-Clause, the Contractor shall, immediately after receipt of Letter of Acceptance, intimate in writing to the Procuring entity and the Engineer by registered post, the address of his principal place of Business or any change in such address during the period of the Contract.
Notice to Procuring Entity and the Engineer	68.2	For the purposes of this Sub-Clause, the respective addresses are: a) Procuring Entity Executive Engineer Building Division Tribal District Bajaur. Address : office of the Executive Engineer C&W Building Division Tribal District Bajuar Tel: - 0942222215 Email: - xenbldgbajaur@gmail.com b) The Engineer Executive Engineer Building Division Tribal District Bajaur. Address : office of the Executive Engineer C&W Building Division Tribal District Bajuar Tel: - 0942222215 Email: - xenbldgbajaur@gmail.com
Default of Procuring entity entity	69.1	In Sub-Clause 69.1 (a), substitute "56 days" for "28 days".
Contractor's Entitlement to Suspend Work	69.4	In 6th line of Sub-Clause 69.4, substitute "56 days" for "28 days".
Increase or Decrease of Cost	70.1	Sub-Clause 70.1 is deleted in its entirety, and substituted with the following: The amounts payable to the Contractor, pursuant to Sub-Clause 60.1, shall be adjusted in respect of the rise or fall in the cost of labor, materials, and other inputs to the Works, by applying to such amount the formula Prescribed in this Sub-Clause. (a) Other Changes in Cost To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices

included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall of costs.

(b) Adjustment Formula

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

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

P_n is a price adjustment factor to be applied to the amount for the payment of the work carried out in the subject month, determined in accordance with Paragraph 60.1 (a), and with Paragraphs 60.1 (b) and (e), where any variations and day work are not otherwise subject to adjustment; A is a constant, specified in Appendix-C to Bid, representing the nonadjustable portion in contractual payments;

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

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

(c) Sources of Indices and Weightages

The sources of indices shall be those listed in Appendix-C to Bid, as approved by the Engineer.

(d) Base, Current, and Provisional Indices

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

			If the Contractor fails to complete the Works within the Time for Completion prescribed under Clause 43, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Procuring entity, provided that if an extension of time is granted pursuant to Clause 44, the above provision shall apply only to adjustments made after the expiry of such extension of time. (f) Weightages "The base weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall neither be adjusted nor be changed as a result of variations. Coefficient for factor of cost for any additional item shall not be incorporated in table of adjustment data, in any case".
Currency and Rates of Exchange	71 & 72		Delete the Clauses in their entirety.
Payment of Income Tax	73.1		The Contractor, Subcontractors and their employees shall be responsible for payment of all their income tax, super tax and other taxes on income arising out of the Contract and the rates and prices stated in the Contract shall be deemed to cover all such taxes.
Cost inclusive of duties and taxes	73.2		The rates and prices stated in the priced Bill of Quantities shall be deemed to include every element of duty or tax liable on or in relation to the production, import, purchase, sale, delivery and transportation of materials and to the bringing thereof to the Site and no such duty or tax shall be separately reimbursable
Integrity Pact	74.1		If the Contractor or any of his Subcontractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-L to his Bid, then the Procuring entity shall be entitled to: (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Subcontractors, agents or servants; (b) terminate the Contract; and (c) Recover from the Contractor any loss or damage to the Procuring entity as a result of such termination or of any other corrupt business practices of the Contractor or any of his Subcontractors, agents or servants. The termination under Sub-Para (b) of this Sub-Clause shall proceed in the manner prescribed under Sub-Clauses 63.1 to 63.4 and the payment under Sub-Clause 63.3 shall be made after having deducted the amounts due to the Procuring entity under Sub-Para (a) and (c) of this Sub-Clause.
Termination of	75.1		The Procuring entity shall be entitled to terminate the

Contract for Procuring entity 's Convenience			Contract at any time for the Procuring entity's convenience after giving 56 days prior notice to the Contractor, with a copy to the Engineer. In the event of such termination, the Contractor: (a) shall proceed as provided in Sub-Clause 65.7 hereof; and (b) shall be paid by the Procuring entity as provided in Sub-Clause 65.8 hereof
Liability of Contractor	76.1		The Contractor or his Subcontractors or assigns shall follow strictly, all relevant labour laws including the Workmen's Compensation Act and the Procuring entity shall be fully indemnified for all claims, damages etc. arising out of any dispute between the Contractor, his Subcontractors or assigns and the labour employed by them.
Joint and Several Liability	77.1		If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Procuring entity for the fulfilment of the terms of the Contract and shall designate one of such persons to act as leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Procuring entity.
Details to be Confidential	78.1		The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the Procuring entity or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the decision of the Engineer Whose award shall be final?
Precaution for Pollution	79.1		Precautionary measures and facilities shall be provided by the Contractor at his own cost in carrying out the Works including dumping and disposal of spoils, in the manner approved by the Engineer to prevent environmental pollution.

**SPECIFICATIONS-
SPECIAL PROVISIONS**

**SPECIFICATIONS-
TECHNICAL PROVISIONS**

DRAWING

SPECIAL PROVISIONS

