

KHYBER MEDICAL UNIVERSITY

PESHAWAR

Bidding Document

for

Supply and fixing of Electric Cable etc for Generator
at Institute of Basic Medical Sciences

Khyber Medical University, Peshawar

January, 2012

Contractor _____
Sign _____
M/S _____

Chairman Purchase Committee
Khyber Medical University
Peshawar

Check List
Preparation and Submission of Bidding Documents
Khyber Medical University, Peshawar

Ser	Question	Answer
1.	Have you carefully studied and signed each page of the bidding document?	Yes / No
2.	Have you submitted form of Bid on your company letter head pad in name of Chairman Purchase Committee as per format?	Yes / No
3.	Have you properly filled each row, blank spaces and filled rates for each item in schedule of prices?	Yes / No
4.	Have you clarified yourself regarding bid as per IB-5?	Yes / No
5.	Is the bid security attached as per IB-13, form where, and for how much time it is valid?	Yes / No. _____ Bank _____ No. _____ Valid for. _____
6.	Shall you deposit stamp duty, professional tax certificate and provide Contract as envisaged in bidding documents on stamp paper, if contract is awarded to you as a result of bidding?	Yes / No

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INVITATION FOR BIDS

1. The Employer, Khyber Medical University, Peshawar invites sealed bids from eligible firms for the supply/fixing of electric cable etc. at IBMS , which will be completed in 30 days.

2. Bidding Documents may be purchased by an interested eligible bidder on submission of a written application in the name of Chairman Purchase Committee Khyber Medical University, Peshawar and upon payment of a non-refundable fee of Rupees five hundreds only (Rs. 500/-).

3. All bids must be accompanied by a Bid Security in the amount of Rs. 11,000/- in shape of call deposit in favour of the Treasurer Khyber Medical University, Peshawar and must be delivered to the Chairman Purchase Committee Khyber Medical University, Peshawar at or before 1100 hours, on 07/02/ 2012. Bids will be opened at 1130 hours on the same day in the presence of Bidder/Bidders' Representatives who choose to attend, at the Committee Room 4th floor PDA Building Phase-V Hayatabad KMU, Peshawar.

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INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

The Vice Chancellor (hereinafter called “the Employer”) wishes to receive Bids for the Supply and fixing of Electric Cable for Generator at IBMS KMU, Peshawar. (hereinafter referred to as “the Works”).

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

1.2 Source of Funds

The Employer has arranged funds from its own sources.

IB.2 Eligible Bidders

2.1 Bidding is open to all firms and persons meeting the following requirements:

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of Works.
- b) duly registered with taxation department, having NTN #.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

1. Instructions to Bidders
2. Form of Bid
3. Schedule of Prices
4. Conditions of Contract
5. Specifications.

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IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may Contact The Procurement Officer Khyber Medical University, Peshawar.

IB.6 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedule of prices (priced).
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.

IB.9 Sufficiency of Bid

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

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IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder’s performance of the Contract and not subject to variation on any account.

IB.11 Documents Establishing Bidder’s Eligibility and Qualifications

- 11.1 PEC Registration.
- 11.2 Taxatation Deptment Certificate .

IB.12 Documents Establishing Works’ Conformity to Bidding Documents

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

IB.13 Bid Security

- 13.1 As shown in NIT.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be retained till completion of the work and shall be returned with the retention money.
- 13.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails to:
Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.

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

- 14.1 Bids shall remain valid for the period 56 days after the date of bid opening.
- 14.2 All Schedules to Bid are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4 Each bidder shall prepare Original and one number of copies of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “

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COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

- 14.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in NIT.

D. SUBMISSION OF BID

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

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

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

- 16.1 The Employer will open the bids, in the presence of bidders’ representatives who choose to attend, at the time, date and location stipulated in the NIT.
- 16.2 The bidder’s name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet. Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 16.3 To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.
(b) Arithmetical errors will be rectified on the following basis:

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If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no material deviation/stipulation shall be taken by the bidders.

16.8 Evaluated Bid Price

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

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

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) bid found lowest evaluated responsive

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bidder shall be recommended and approved for award.

IB.17 Process to be Confidential

- 17.1 Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to award of Contract. The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 17.2 Any effort by a bidder to influence Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result, however, mere fact of lodging a complaint shall not warrant suspension of procurement process.

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 Shall be carried out as;
- a. having NTN #.
 - b. PEC Registration in any category.

IB.19 Award Criteria & Employer's Right

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

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 prior to expiration of the bid validity period the employer will notify the successful bidder in writing the 'Letter of acceptance' that his bid has been accepted then within fourteen days of issuance of acceptance letter bidder is required to sign the contract agreement as per format given in the bidding documents.
- 20.2 The successful bidder shall deposit Stamp Duty in Govt. Treasury as per prevailing rates before signing the agreement.
- 20.3 Successful bidder shall provide Professional Tax Certificate for the year 2010-11.

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FORM OF BID

The Chairman Purchase Committee
Khyber Medical University
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Subject: Supply and Fixing of Electric Cable for Generator at IBMS KMU, Peshawar

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, & BoQ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address as mentioned below and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as inserted in Summary of Estimates or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security drawn in your favour or made payable to you and valid for a period of _____ days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of ____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 understand that you are not bound to accept the lowest or any bid you may receive.
8. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

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PREAMBLE TO SCHEDULE OF PRICES

1. The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
2. The Contract shall be for the whole of the Works as described in these Bidding Documents. Bids must be for the complete scope of works.
3. Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
4. The rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
5. All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.
7. The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.
8. The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
9. The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

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Bill of Quantities

Supply and Fixing of Electric Cable for Generator at IBMS KMU, Peshawar.

Ser #.	Description	Quantity	Unit	Rate	Amount
1.	Supplying, fixing, installation of 4 core un-armored 150mm ² cable copper conductor 600/1000 including fixing with saddles or any appropriate arrangement and fixing with end thimbles 16 Nos (Pak Cables. AGE or equivalent spec).	65.00	Mtr		
2.	Supplying, fixing, installation of MCCB 160/400 A breaking capacity model 5400 GJ TB2 3 pole 380V/415V adjustable complete including made in Japan (Terasaki or equivalent spec.)	01	No		
				Total	

We the undersigned offer to execute and complete such works and remedy any defect therein in conformity with the complete bidding/contract documents (i-e Conditions of the Contract, BoQ/Estimate, Specifications, and addendum in the stipulated period at the Rates quoted above.

Dated Signature _____

M/S _____

Bidder/Contractor seal _____

Contractor _____
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CONDITIONS OF THE CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

1.1.1 “Contract” means the Contract Agreement and the other documents listed in 1.3 below.

1.1.2 “Specifications” means the document showing detailed specification attached to this document

The Persons

1.1.4 “Employer” means the person named in the Vice Chancellor Khyber Medical University, Peshawar and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 “Contractor” means the person with whom contract is signed and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

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

The Dates, Times and Periods

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

1.1.8 “Day” means a calendar day

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

The Money and Payments

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

Other Definitions

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

1.1.12 “Country” means the Islamic Republic of Pakistan.

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- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 ‘Materials’ means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 ‘Works’ means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract.

1.2 **Interpretation**

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

1.3 **Priority of Documents**

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

- i. Schedule of prices /Bill of quantities.
- ii. Specifications.
- iii. Condition of the contract.

1.4 **Law**

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

1.5 **Communications**

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

1.6 **Statutory Obligations**

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

2. **THE EMPLOYER**

2.1 **Provision of Site**

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

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2.2 **Permits etc.**

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

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

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

2.4 **Approvals**

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

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

3.1 **Authorized Person**

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

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

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

4. **THE CONTRACTOR**

4.1 **General Obligations**

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

4.2 **Contractor's Representative**

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

4.3 **Subcontracting**

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

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4.4 **Performance Security**

Not applicable.

5. DESIGN BY CONTRACTOR

5.1 **Contractor's Design**

Not applicable.

5.2 **Responsibility for Design**

Not applicable

6. EMPLOYER'S RISKS

6.1 **The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

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7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

Not applicable

7.3 Extension of Time

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

The Employer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount @ 0.10% for each day for which he fails to complete the Works upto total of 10% of contract price.

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period of 56 days from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which

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is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub-Clause.

10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Early Warning

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

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

10.4. **Valuation of Claims**

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

10.5 **Variation and Claim Procedure**

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) **Terms of Payments**

The contractor shall be paid for the actual works done at site duly inspected by the technical committee.

(b) **Valuation of the Works**

The Works shall be valued as per prices listed in BoQ, subject to Clause 10.

(c) **Retention money**

An amount of 8% of the total work done shall be retained from each and final bill and shall be released alongwith with bid security on issuance of certificate for clearance of defect liability period

11.2 **Monthly Statements**

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

a) The value of the Works executed; and

11.3 **Interim Payments**

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

11.4 **Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) days after the remedying of notified defects, or the completion of outstanding work, all

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as referred to in Sub-Clause 9.1, which ever is the later.

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Default by Contractor

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

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

12.2 Default by Employer

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

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

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the

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Site leaving behind, in the case of the Contractor's insolvency; any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

Not applicable.

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally

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settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at Peshawar Khyber Pukhtunkhwa and in the English/Urdu language..2

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FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the ____ day of _____ 200 ____ between _____(hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

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Specification

Electrical Supply for Generator at IBMS KMU, Peshawar

1. **A. Cables** Power cables conforming to these specifications, described in the B.O. Q. and as shown on drawings shall be supplied tested and installed. The cables shall be manufactured by as approved manufacturer.
2. The cables shall be manufactured to the requirements of B.S.2004,B.S 6004,B.S.3346, B.S.6346 latest or VDE 0271 AND RATED AT 250/400 and 600/1000 volts as the case may be. The cables shall be manufactured by as approved manufacturer. The Conductor shall be annealed copper conductors, single or standard, circular or shaped as the case may be, to B.S.S. 6360/69.

The Conductors specified for use in the cables shall be of at least 98% IASC conductivity. The reference temperature for the purpose of determining the standard resistance of the conductors shall be 20 degree centigrade.

The conductors shall be insulated with poly-vinyl-chloride insulation. The minimum thickness of the insulation shall be in conformity with the specification to which it is manufactured.

On all multi-core cables proper markings for core identification shall be provided to B.S. specifications.

Power cables shall be multi-core cables, insulated and sheathed, armored or unarmored as required.

Various conductors forming the cables shall be laid together and voids shall be filled with soft plastic or fibrous materials so as to give a circular shape to the cable.

A tough PVC shall be extruded over the cable so as to cover the insulated conductors and fillers.

Where armoring is required, a soft PVC jacket shall be provided over the laid up cable.

Steel wire armoring shall be applied on a tough PVC Sheathed extruded over the cable so as to cover the insulated conductors, fillers, jacket and armoring.

Complete identification of the cable together with owners's identification markings if required shall be embossed on the final over-sheath of the cable at every meter length.

3. Certificate for the following test carried out by the manufacturers shall be produced to the Engineers:
 - I) Dielectric Strength Test
 - II) Instantaneous and ling time break down Strength test.
 - III) Temperature rise test.
 - V) High Voltage test.
4. The cables shall be delivered wound over strong drums of suitable dimensions, The cables ends shall be fastened to the drums and completely protected in suitable manner to protect any injury to the cables during transportation and handling. The direction of rolling shall be clearly marked with bold arrows on both faces of the drums.

The Owner may require the Engineer to witness the tests as specified herein and the Contractor shall make necessary arrangements for the presence of the Engineer on such tests and obtain their signatures in testimony thereof without ay cost to the Owner.

All PVC power cables shall be terminated with suitable tinned brass cable glands for securing the armor Wires and incorporating a packing ring for exclusion of water and moisture. The cables shall be secured at required spacing be means of cleat fixed to walls or roof or hangers and where multiple runs occur perforated metal try made of heavy gauge galvanized steel shall be used.

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5. The contractor shall be under obligations to provide all labour, material and accessories for the installation of cables conforming to the specification in this section.

For underground cable installation the depth of digging the trench shall be the top surface of the cable shall not be less than 900mm and more than 1100 mm from the finished ground level. It will be Contractors responsibility to obtain true trench levels.

Cable routes indicated on the drawings shall be followed unless otherwise specified or agreed by the Engineer. Where Change in direction of the cable is necessitated, the bending radius of the cable shall not be less than the diameter of the cable drum of 12 times the diameter of the cable which ever is greater.

The cushion of sand to be provided in the trench before laying the cable shall not be less than 75mm and after laying the cable 150mm. The total depth of cushion of sand shall be not less than 225mm. Over the final layer of sand, cable marking tiles/bricks or concrete masonry blocks of adequate strength 2” thick and 300mmX200mm in size shall be provided to the satisfaction of the Engineer. The rest of the trench shall be back-filled with earth in 150mm layers and rammed properly before dressing.

All trenches and holes dug for laying the cables shall not be left open and unprotected for any length of time without completing the job and back-filling it to the satisfaction of the Engineer. Where trenches are left open due to some unavoidable reasons the Contractors shall exhibit suitable danger signals such as banners, red flags and red lamps etc.

B. 1. The moulded case circuit breakers shall be triple pole and of the rating specified in the schedule of quantities and/or shown on drawings. The M.C.C.B shall be of fixed type, having trip free, manually operated mechanism and ON/OFF trip position indicators. The MCCBS shall comprise of adjustable hydraulic magnetic releases for overload protection instantaneous adjustable electro-magnetic releases for short circuit protection. The tripping devices shall have related time current characteristics so that positive discrimination and selective tripping is obtained assuring the tripping under fault conditions of only the breakers in the circuit ahead of the fault location. The MCCB shall have a rupturing capacity of 35 KA (or as specified) and shall be and manufactured tested to IEC Publication 157-1 Part 1 or BS 4752/1977 or BSS 3871 Parts 1 & II. The MCCBS manufactured by as approved manufacturer.

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