

The University of Peshawar

Khyber Pakhtunkhwa



TENDER DOCUMENTS

FOR

**LAYING OF UNDER GROUND CABLE NETWORK FOR PABx EXCHANGE
UNDER THE PROJECT "STRENGTHENING OF UNIVERSITY OF PESHAWAR"**

ADDRESS:

Office of the Project Director, Strengthening of University of Peshawar, Basement of
Basement of Academic Block-2, Opposite College of Home Economic, Near Faisal
Bank, University of Peshawar.

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SECTION - I

INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1 INTRODUCTION

The University of Peshawar (UOP) is a premier University of Khyber Pakhtunkhwa established in 1950. The University is governed under Khyber Pakhtunkhwa Universities Act 2012. University of Peshawar (UOP) is committed to academic excellence, quality education, innovation in knowledge production, development of new institutions and uplift of existing institutions in education at Peshawar and Khyber Pakhtunkhwa at large. It also facilitated the development of higher educational system in the province. Its main purpose is to provide policy research, higher education and skilled human resource for the province. University of Peshawar is center of excellence for higher education, research and development.

1.2 SCOPE OF WORK

1.2.1 UNIVERSITY OF PESHAWAR intends to undertake **Laying of Under Ground Cable Network under the Project “Strengthening of University of Peshawar” at University of Peshawar Campus** as per BoQ and diagrams under:-

1.2.2 The incumbent bidder is bound to offer the prices of material and services as per UNIVERSITY OF PESHAWAR technical specifications.

1.2.3 For the execution of the project the bidder shall undertake to deliver all store and services including installation material etc, as detailed BOQ attached which shall be necessary for a complete functioning project. Any fitting, accessory part, hardware and/or software, missing in the BoQ; required to operationalize the project, however its reference price is quoted by bidder for complete functioning, shall be separately charged, otherwise it will be provided free of cost.

Following items shall be required for the execution of the work, but not limited to:

- a. Instruction to bidders.
- b. General/Special condition of Contract.
- c. Specifications.
- d. Drawing/plan
- e. Contract Form
- f. Format for Bid security, Bank Guarantee, Performance bonds
- g. Price schedule for Store items
- h. Price schedule for Services

2. ELIGIBILITY CRITERIA OF BIDDERS

Invitation of proposals is open to all manufacturers, authorized suppliers, re-sellers, services providers, contractors who meet following criteria:

2.1 In first place the technical evaluation will be carried out and the financial bid of the technically qualified firms /bidders will be only opened. The work will be awarded to financially lowest and technically qualified firms only. The technical evaluation will be made as per following criteria:

S#	Description	Weightage	Breakup of weightage	Documents to be provided
i	Registration with PEC in category EE07 or EE08	Mandatory	-	The valid registration to be attached with bids
ii	Registration with Tax authorities	Mandatory	-	-Do-
iii	Having 5 years' experience of laying UG Copper and Optical Fiber Cable with any Telecom Operator or CMOs or Armed Forces	Mandatory	-	The satisfactory completion Certificates from the Clients with contact info be attached with the bids
iv	Never been black listed	Mandatory	-	Declaration on stamp papers duly attested be attached with bid
v	Having established office in the region (Peshawar) where the work is to be executed	Mandatory	-	The list of offices with addresses and contact info be attached with the bids.
vi	The firm must have PKR 0.5M return per annum and record of last five years be provided	Mandatory	-	The bank statement and other relevant documents be attached.
vii	List of employees having at least one registered Telecom/Electronics / Electrical / Computer System engineer having 2 years experience	60-80	60 Marks for One Engineer. 20 Marks for two or more than two Engineers.	-
viii	The Firm have Completed at least 3 Projects with Telecom Operators' / CMOs or Armed Forces	Mandatory	Additional 10 marks for each such project	The detail of project with client info be attached
ix	The detail of equipment and plants be also provided (Insulation tester, OTDR, splicing machine, route locator and other such equipment essential for execution of laying work).	30-50	Additional 20 marks will be given to the firms having additional relevant equipment/plants upto Maximum 50 Marks.	The detail may be provided

- Non-compliance to the mandatory clauses will lead to disqualification.
- 70% marks in other than mandatory clauses is required for a firm to be qualified.

2.2 Never been black listed from any government organization and will submit certificate on legal paper to this effect.

Note: Bidder must submit documentary proof against Sr.2.1 to 2.2 Fulfillment of all conditions of "Eligible criteria" is mandatory for a successful bidder to be qualified for Evaluation along with other mandatory conditions set in tender documents.

2.7 ELIGIBLE GOODS

All goods, materials and store items including the spares (if any) shall have make and origin of any country fulfilling the specifications, except Israel and India. The bidder will provide the relevant documents to confirm the make and manufacture. (if any item during course of execution may not confirm about its make than bidder shall provide an affidavit in this regard)

3. **COST OF TENDERING**

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

4. **CLARIFICATIONS OF TENDER DOCUMENTS**

A prospective bidder requiring any clarification(s) regarding technical matter / Specs may notify to Project Director Strengthening of University of Peshawar, Khyber Pakhtunkhwa (Tel# 091-9222195) in writing. The concerned University of Peshawar officer will respond to any request for clarification, which receives well before (approximate 05 working days or more) the deadline of the submission of bids. Copies of University of Peshawar response will be forwarded to all prospective bidders (if not already clarified in the tender or deemed necessary for the bidder).

5. **AMENDMENT OF TENDER DOCUMENTS**

5.1 At any time prior to the deadline for submission of bids, the University of Peshawar may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing amendment.

5.2 Any amendment thus issue through same media shall be part of the tender documents. To afford bidders reasonable time in which to take an amendment into account in preparing their bids, the University of Peshawar should extend the deadline for submission of bids.

6. **COUNTRY OF ORIGIN**

The bidder shall provide all the store / items mentioned BOQ of Made in Pakistan 'or' otherwise mentioned the country of origin (Country of Manufacturer) of the offered/ quoted equipment & all allied accessories. Equipments or any of its unit components quoted by bidders must not be manufactured in Israel or India. Furthermore the Bidder/Principle must not have any linkage with Israel or India regarding ownership, sponsoring and financing In case any item may not confirms its country of origin, the bidder will provide the relevant documents to confirm the make and manufacture. (if any item during course of execution may not confirm about its make than bidder shall provide an affidavit in this regard).

7. **PREPARATION OF TENDER/ BID DOCUMENTS**

7.1 Bids should be prepared considering "Single Stage-Two Envelope" procedure.

(i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

- (ii) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- (iv) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- (v) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned unopened to the respective bidders; and
- (ix) The bid found to be the lowest evaluated bid shall be accepted. The bid shall comprise of packages containing technical & financial proposals.

The bidders must submit one original and one copy of both technical and financial bids which must be separately sealed and signed by the authorized representative(s) of bidder.

7.2 Following documents shall be furnished / submitted with the bid at the time of opening:

- a) Duly filled (by computer at bidder’s letter head) Bill of Quantity as per Annexure-attached.
- b) The original and copy of bid shall be typed clearly and duly signed and stamped by authorized representative of the bidder with authorized power of attorney. **Hand written Tender BOQ/bid will not be accepted / entertained.**
- c) Duly filled and signed Compliance sheet with remarks & reference as per Annexure-B.
- d) Technical brochures of quoted material along with all supporting technical documents (if any).
- e) Tender security/ Earnest Money (2% of total bid value).
- f) Certificate of incorporation under companies’ ordinance, 1984. “Case to Case basis” (if applicable)
- g) GST and NTN Certificate (s) KPRA certificate.
- h) Valid certificate of authorization from Principal/ Manufacturer (if applicable).

- i) Previous record for such type of project's execution by the bidder.
 - j) Company Profile.
 - k) Certificate on legal paper of never black listed by any Govt./ Semi Government/ Defense organization of Pakistan.
 - l) Undertaking of no business relations, manufacture, technical assistance etc from India & Israel pertaining.
- (v) Every page/ document of the bid shall be numbered & duly signed by authorized personnel along with the company seal.

8. **PRICE**

- 8.1 Prices should be quoted in Pak Rupees on FOR/DDP basis as per Annexure.
- 8.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 8.3 The price should include all the government taxes (including GST where applicable), duties, delivery and installation charges etc & shall clearly mention GST or incorporated in prices.
- 8.4 The rates / prices shall be entered against each item in the Bill of Quantity (BoQ). Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the highest rates / prices for that item in the other quotation /tender for evaluation purpose and bidder shall be bound to provide that item free of cost.
- 8.5 The bidder shall be deemed to have obtained all information (site etc) as to all the requirements thereto which may affect the bid price.
- 8.6 If Price of any or all items quoted in a currency other than PKR shall be converted into PKR and for calculation purpose (Financial Evaluation) conversion rate (i.e. selling) prevailing on the date of tender opening shall be applied. The rates of State Bank of Pakistan / National Bank of Pakistan will be applicable.
- 8.9 Price of other currency or any material on the date of payment or during course of execution will not be affected /change the bid or contract value.

9. **TENDER SECURITY / EARNEST MONEY**

- 9.1 The bidder shall furnish a tender security/ earnest money equivalent to 2% of bid value. The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee as per **Annexure-C** issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan or an insurance company having at-least AA rating from PACRA/JCR in favour of the Treasurer University of Peshawar valid for a period twenty eight (28) days beyond the bid validity date.
- 9.2 Any bid not accompanied by tender security shall be rejected by the University of Peshawar at the time of opening of bid.
- 9.3 The tender securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender as per requirement of bidder whichever is earlier.

- 9.4 The tender security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed contract agreement.
- 9.5 The tender security may be forfeited:
- i. If a bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of successful bidder, if he fails to furnish the required performance security or fail to sign the contract as per LOI.
- 9.6 **All correspondence regarding release/extension of bid security shall be made with Project Director Strengthening of University of Peshawar.**
10. **VALIDITY OF BIDS**
Bid shall remain valid for a period of **120 days** from the date of tender opening.
- 10.1 **EXTENSION IN DEADLINES**
University of Peshawar on its own initiatives or on the request of any prospective bidder shall extend the deadline for submission of bids prior to the deadline, which will be communicated to all prospective bidders well in time. In extension of deadline all the rights and obligation of University of Peshawar and bidder(s)/firm(s)/ contractor(s) subject to the original deadline will now subject to the extended deadline.
11. **DEADLINE FOR SUBMISSION OF BID**
- 11.1 The bid shall be delivered in person or sent by the registered mail which should reach the office of Project Director Strengthening of University of Peshawar on or before as mentioned in advertisement.
- 11.2 Sealed bid should be submitted at the office of Project Director Strengthening of University of Peshawar (Procurement) University of Peshawar on or before the prescribed time on given date.
- 11.3 Bid should be submitted in sealed envelope having necessary information regarding tender notice and warning message “**DO NOT OPEN BEFORE** as mentioned in advertisement.
- 11.4 No open, e-mailed or faxed bid will be accepted.
- 11.5 Any bid received by the University of Peshawar concerned officer after the date and time of tender opening will be returned unopened to such bidder.
12. **MODIFICATION & WITHDRAWAL OF BID**
- 12.1 Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or with-drawl is received by the concerned officer prior to the deadline for submission of bids.
- 12.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.
13. **OPENING OF BID**

- 13.1 The University of Peshawar tender committee will open the technical bids in the presence of bidder representatives who choose to attend, at University of Peshawar whereas the financial bids will be retained by University of Peshawar. The financial bids of technically qualified bidders will be opened later. The financial bids opening schedule will be conveyed accordingly.
- 13.2 The bidder's name, brand name/model, bid prices, any discount, the presence or absence of tender security, and such other details as the committee at its discretion may consider appropriate, will be announced at the tender opening.
- 13.3 The tender committee will resolve any issue raised by the bidders, on the spot.
- 13.4 The tender committee reserves the right to reject any one or all bids prior acceptance of a bid / proposal.

14. **CLARIFICATIONS / CORRECTIONS OF BID**

- 14.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter/ email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.2 Arithmetical errors will be rectified on the following basis:
- “If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and 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 mistake in addition / totaling that can be corrected.”
- 14.3 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security forfeited.

15. **RESPONSIVENESS OF BIDS**

- 15.1 The bid is valid till required period
- 15.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc
- 15.3 Completion period offered is within specified limits
- 15.4 The bidder is eligible to tender and possesses the requisite experience
- 15.5 The bid is generally in order as per Clause-7 (iv).
- 15.6 The bidder promptly responds to queries sought by University of Peshawar.

NOTE: “Any bidder found non-compliant in any of above mentioned conditions will be declared as non-responsive and will not be considered for further Evaluation proceedings. A bidder once declared “Non-responsive” shall not subsequently be made responsive by the University of Peshawar.”

16. **EVALUATION CRITERION**

16.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive.

16.2 **Technical evaluation:**

It will be examined in detail whether the bidder has expertise, financial strength and complies with technical provision of the tender documents. For this purpose, the bidder's data submitted with the bid will be compared with the technical features/criteria of the work set by University of Peshawar. If sample of the any quoted item deemed necessary for testing /comparing will be called. Any bidder found having no experience in the relevant field or technically non-compliant shall be knocked out of comparison irrespective of his financial standing in the quoted rates.

16.3 **Commercial Evaluation:**

It will be examined in detail whether the bids comply with the commercial / contractual conditions of the tender documents. It is mandatory that no major deviation/stipulation shall be taken by the bidders.

16.4 Contract will be awarded to lowest Evaluated bidder on the basis of both technical & financial compliances.

16.5 The cost of making good and deficiency resulting from any quantifiable variations and deviations from the tender schedules and conditions of the contract, as determined by the University of Peshawar will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices. Adjustment factor will be calculated by committee as deemed appropriate.

16.6 No bidder shall contact University of Peshawar on any matter relating to its tender from the time of opening to the time of contract is awarded.

16.7 Any effort by a bidder to influence University of Peshawar in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.

17. **COMPLIANCE STATEMENT**

The bidder will furnish a compliance certificate with the bid as per enclosed format as per **Annexure-Attached**

18. **ENGINEERING SURVEY**

18.1 All prospective bidders may carry out physical engineering survey of sites at their own expenses for clarity purposes and for proper preparation of bid. However, after award of contract, the contractor shall be bound to complete the work as per provision of the contract and site condition.

18.2 For survey, prospective bidders may coordinate with Project Director Strengthening of University of Peshawar for coordination and assistance on sites (Address: Office no.9 Basement Floor New Academic Block-2, Opposite Home Economics College University of Peshawar Tel: 091-9222195).

19. **AWARD CRITERIA & UNIVERSITY OF PESHAWAR'S RIGHT**

19.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be technically qualified to satisfactorily perform the order.

19.2 The UNIVERSITY OF PESHAWAR reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to justify the affected bidders on the grounds for the University of Peshawar's action.

20. **VARIATION ORDER**

University of Peshawar reserves the right to place variation order (increase or decrease in the quantities of all or any item of BoQ) at the time of signing of contract. The contractor shall be bound to accept the variation order by University of Peshawar.

21. **LANGUAGE OF BID DOCUMENTS**

Bid documents and all correspondence will be in English language.

SECTION-II
GENERAL CONDITIONS OF CONTRACT

1. PERFORMANCE SECURITY

- 1.1 The contract document shall comprise the usual terms & conditions of the contract in vogue in the Federal Govt. / Public Sector entities.
- 1.2 The successful bidder shall furnish to the University of Peshawar (In the name of Treasurer University of Peshawar) a performance security equivalent to 10% of the total tendered value as per acceptance letter, in the shape of bank guarantee from any Scheduled Bank of Pakistan, valid for a period of **14 months** (as per **Annexure Attached**) beyond the date of completion as per contract. The cost if any shall be borne by the contractor.
- 1.3 The performance security / bank guarantee shall be further extended if the work is delayed or deemed necessary by Project Director Strengthening of University of Peshawar, Khyber Pakhtunkhwa.
- 1.4 In the event of the Contractor's failure to execute a formal contract or to make a security deposit, in the manner aforesaid and in the period specified in the Letter of Acceptance, University of Peshawar is entitled to appropriate/forfeit any earnest money or initial deposit made by the Contractor with his tender without prejudice to their right to claim any further loss or damage which may result to them by reason of the aforesaid defaults of the Contractor as if a contract is actually executed for purposes of such claim.
- 1.5 The Performance Security shall be released after expiry of the Maintenance / Warranty (defect liability) period, subject to issuance of Final Acceptance Certificate (FAC), by Project Director, Strengthening of University of Peshawar, Peshawar.
- 1.6 Failure of the successful bidder to furnish performance security shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security.
- 1.7 All the correspondence regarding release of performance guarantee shall be made with Project Director, Strengthening of University of Peshawar, Peshawar.

2. CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall complete the work in accordance with the contract BoQ, Specs, Plan and responsibility matrix within the agreed completion time.
- 2.2 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 University of Peshawar.
- 2.3 The contract shall, in accordance with the contract, with due care and diligence, complete the works and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall provide all necessary Contractor equipments, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.

- 2.4 Regarding liaison with other Govt. Deptts./ Entities etc and acquiring NOC/Permission (involving smooth accomplishment of project), The contractor will provide the information /detail(s) of his labour within 03 x days on such requirement at his own cost. Any delay in provision of labour information will be considered on part of the contractor.

3. **TRANSPORTATION / PACKING**

All types of transportation for delivery of equipment at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of equipment/cables to avoid deterioration of equipment / cable etc. Contactor shall also be responsible for transportation of University of Peshawar or any other Department which store will be utilized in the project.

4. **TIME FOR COMPLETION**

- 4.1 The Contractor shall complete the whole work within **04 months** from the date of go-ahead by the Project Director/Ultimate Consignee.

4.2 **Late completion / Liquidated Damages:**

Unless the delay in completion of work is caused by force majeure and the delay is on part of the Contractor, contractor shall pay to University of Peshawar as liquidated damages a sum equivalent to 0.1% of the actual work /completion cost for each day of delay and subject to a maximum of 10% value of the delayed portion of the contract, as such the completed component is usable in all respect otherwise 10% of the total contract value shall be levied, and same will be recovered from the contractor at the time of PAC. In case of force majeure, the delivery period may be extended on receipt of request/intimation from contractor with evidence during the execution period. For the purpose of calculation of Liquidated Damages charges, 7 days of week would be considered, and goods delayed for more than 3 days will be considered as one week otherwise less than or equal or upto 3 days will not be penalized. The parties agree that the accumulated total liquidated damages for delay shall carry a maximum limit of upto 10% of the contract value.

5. **WARRANTY / SERVICES**

- 5.1 The contractor will warrant that the equipment supplied under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for a period of 12 months starting from the date of issuance of PAC. University Of Peshawar shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost effect.
- 5.2 The contractor, for technical assistance at the highest level shall provide high-level support/technical assistance at sites on 24 x 7 basis, during the warranty period, free of cost.

6. **PROVISIONAL ACCEPTANCE TESTING**

- 6.1 Project Director, Strengthening of University of Peshawar , Peshawar will detail a PAT team for Provisional Acceptance Test and final inspection. The team shall confirm the quantities and functioning of equipment and will mention discrepancies, if any. Project Director, Strengthening of University of Peshawar, will

issue the PAC on the basis of successful conduct of PAT /Final inspection including verification of contract BoQ as per site requirement.

- 6.2 On “Successful Conduct of PAT”, the “Provisional Acceptance Certificate” will be issued within 15 x days.
- 6.3 If the equipment is commercially launched before the PAT/PAC, the date on which the equipment is commercially launched will be considered the date of PAC.
- 6.4 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, Project Director, Strengthening of University of Peshawar, Peshawar shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 6.5 University Of Peshawar reserves the rights to reject any item even after issuance of Provisional Acceptance Certificate if it does not conform to the specifications by reason of some defect, latent or otherwise of material which was not discoverable by a reasonable examination.
- 6.6 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of 01 year.

7. **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manners.

- 7.1 The execution of work by contractor shall not be conditional to payment of running bills by University Of Peshawar.
- 7.2 In case University Of Peshawar deemed necessary then University Of Peshawar may make running payments to the contractor based on the actual work progress as follows:
 - a. In case University Of Peshawar has not to provide stores, running payments upto 70% will be made, of the completed section based on the actual work progress.
- 7.3 The running payment, as per clause 7.2 above, shall be made after necessary testing/inspection, as deemed necessary by Project Director, Strengthening of University of Peshawar, Peshawar.
- 7.4 The balance payment shall be made to the contractor after issuance of PAC by Project Director, Strengthening of University of Peshawar, Peshawar.
- 7.5 The performance security (10% of work completion) will be released after successful completion of warranty/defect liability period and issuance of Final Acceptance Certificate (FAC) by Project Director, Strengthening of University of Peshawar, Peshawar.
- 7.6 Taxes will be deducted as per government rules at the time of payment.
- 7.7 Payments shall only be released if the contractor is found to be “Active Tax Payer” in Federal Board of Revenue (FBR) Pakistan database at the time of payment. Contractor will provide the e-return of each invoice after payment.
- 7.8 The invoice must be clearly marked as running or final bill and shall be forwarded

On the original bill book / letter head pad of the contractor and signed by the contractor or his authorized representative along with original GST invoice clearly mentioning the GST number of both the contractor and University Of Peshawar (STRN: _____ NTN: _____) on the contractor's original letter head pad.

8. **FINAL ACCEPTANCE CERTIFICATE**

8.1 The contractor may notify the UNIVERSITY OF PESHAWAR concerned PD at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, the UNIVERSITY OF PESHAWAR concerned PD will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively the UNIVERSITY OF PESHAWAR concerned PD will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.

8.2 On issuance of Final Acceptance Certificate, contractor shall request for release of bank guarantee submitted as performance security.

9. **DEFAULT BY CONTRACTOR**

9.1 If the contractor fails to supply the equipment, refuses or fails to comply with a valid instruction of the UNIVERSITY OF PESHAWAR, the UNIVERSITY OF PESHAWAR may give notice, stating the default.

9.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of UNIVERSITY OF PESHAWAR notice, the UNIVERSITY OF PESHAWAR may by a second notice cancel the contract and performance security will be forfeited..

10. **REPEAT ORDER**

Repeat Order may be placed in accordance with KP PPRA Rules.

11. **ARBITRATION AND AMICABLE LAW**

11.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

11.2 UNIVERSITY OF PESHAWAR and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

11.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to VC UNIVERSITY OF PESHAWAR. Only VC UNIVERSITY OF PESHAWAR will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.

11.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by UNIVERSITY OF PESHAWAR and one arbitrator shall be nominated in writing by the Contractor.

- 11.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.
- 11.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

12. FORCE MAJEURE

- 12.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 12.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.
- 12.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 12.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.
- 12.5 If a Force Majeure situation arises, the Contractor shall promptly notify UNIVERSITY OF PESHAWAR in writing of such conditions and the cause thereof. Unless otherwise directed by UNIVERSITY OF PESHAWAR in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. TERMINATION FOR INSOLVENCY

The UNIVERSITY OF PESHAWAR may at any time terminate the contract by giving written notice to the bidder, without any compensation to bidder. If the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to action to the UNIVERSITY OF PESHAWAR.

14. TERMINATION FOR CONVENIENCE

The UNIVERSITY OF PESHAWAR may send a written notice to the bidder; terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the UNIVERSITY OF PESHAWAR's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

15. PROJECT PD / ULTIMATE CONSIGNEE

PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR , Peshawar being Project (PD) would execute the work(s) as per contract.

SECTION-III
IMPORTANT CONDITIONS OF CONTRACT

1. Definitions & Interpretation

- (a) 'EMPLOYER' means the (UNIVERSITY OF PESHAWAR) and includes the UNIVERSITY OF PESHAWAR, representative or successors. The words 'EMPLOYER' and UNIVERSITY OF PESHAWAR are synonymous throughout the contract.
- (b) 'CONTRACTOR' means the person or persons/ firm or company whose Tender (as hereinafter defined) has been accepted by the UNIVERSITY OF PESHAWAR and includes the contractor's personal representative, successors and permitted assignees.
- (c) 'ENGINEER' means the Project Director, Strengthening of University of Peshawar.
- (d) 'Representative' of the Engineer ' means any Resident Engineer/Quantity Surveyor/ Assistant Engineer and/or any other duly authorized Agent or Agents appointed from time to time by the PD Strengthening of University of Peshawar, Peshawar to perform the duties set forth in following clause 2 thereof.
- (e) 'WORKS' means the works to be executed in accordance with the Contract.
- (f) 'CONTRACT' means the agreement between UNIVERSITY OF PESHAWAR and the Contractor for execution of the works incorporating the Conditions, Specifications, Drawings, priced Bill of Quantities, Schedule of Rates and prices (if any), Tender , Letter of Acceptance and such other documents expressly incorporated by the letter of Acceptance .
- (g) 'CONTRACT PRICE' means the sum named in Tender subject to such additions thereof or deductions there from as may be made under the provisions hereafter contained.
- (h) ' CONSTRUCTIONAL PLANT ' means all appliances or things of what-so ever nature required in or about the execution, completion or maintenance of the works or Temporary works (as thereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (i) 'TEMPORARY WORKS ' means all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- (j) 'DRAWINGS' means the drawings referred to in the specifications and any modifications of such other drawing approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by Engineer.
- (k) 'SITE' means the lands and other places on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the UNIVERSITY OF PESHAWAR for the purposes of the contract.
- (l) 'APPROVED' means approved in writing including subsequent written confirmation of previous verbal approval and 'approval' means approved in writing including as aforesaid.
- (m) 'TENDER' means the "Offer Tendered" by Contractor for the works governed by the contract.
- (n) 'Specifications means the specifications of the works included in the contract and any modification (s) made as per contract.

2. PD STRENGTHENING OF UNIVERSITY OF PESHAWAR & REPRESENTATIVE OF THE PD STRENGTHENING UNIVERSITY OF PESHAWAR

2.1 PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, being (PD) would execute the work(s) as per contract. The duty of PD STRENGTHENING OF UNIVERSITY OF PESHAWAR or his Representative is to watch and supervise the works and to test and examine any material to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere in the contract or order any work involving delay or any extra payment by the N T C and not to make any variation in the works.

The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, may from time to time delegate to his Representative in writing any of the powers and authorities vested in him and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instructions or approval given by the his Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the UOP as though it had been given by the PD_STRENGTHENING OF UNIVERSITY OF PESHAWAR , , provided always as follows:-

- (a) Failure of the Representative of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR , to disapprove any work or materials shall not prejudice the power of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR , thereafter to disapprove such work or material and to order the pulling down, removal or breaking up thereof.
- (b) If the contractor shall be dissatisfied by reason of any decision of the Representative, he shall be entitled to refer the matter to the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, in writing who shall thereupon confirm, reverse or vary such decision.

2.2 Approval, reviews and inspection of the PD UNIVERSITY OF PESHAWAR, his Representative of any part of the work does not relieve the contractor from his sole responsibility of execution of the remaining works or testing and commissioning of the works as per contract. However, the contractor shall be compensated if any loss/damage occurred due to the decision of PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.

2.3 The Contractor shall execute, complete and maintain the works strictly in accordance with the Contract to the satisfaction of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR and shall comply with and adhere strictly to the instructions and directions of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /or, on any matter (whether mentioned in the Contract or not) touching or concerning the works. The Contractor shall take instructions and directions only from the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR / or (subject to the limitations referred in clause 2 hereof) from his representative.

3 DRAWING AND TEST DOCUMENTS

- 3.1. The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall furnish one copy of the approved plan/drawing to the contractor immediately after signing of the contract agreement and the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall have full power and authority to supply the contractor from time to time during the progress of the works such further drawings and instructions as shall be necessary for the purpose of, proper and adequate execution and maintenance of the works and the contractor shall carry out and be bound by the same.
- 3.2 The contractor shall submit drawing/plan/ test protocol (As Built, Schematic, Jointing Diagram or any such documents) to PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /his Representative and the PD UNIVERSITY OF PESHAWAR shall signify his approval/or disapproval as case may be. Approved drawing shall be signed by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR / his Representative and the contractor shall provide the five extra copies. Any disapproved drawing shall be modified to meet the requirement of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR and should be resubmitted for the approval of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.
- 3.3 Unless otherwise agreed, the works shall not be considered completed for the purpose of taking over until such drawing/test results have not been provided to UNIVERSITY OF PESHAWAR and approved by UNIVERSITY OF PESHAWAR/ PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.

4. CONTRACT AGREEMENT

The Contractor shall, within seven days of initiation of letter of Acceptance , enter into and execute a contract agreement (to be prepared at the cost of the Contractor) in the form prescribed with such modifications and with attachments as may be necessary and as required by the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.

5. CONTRACTOR OBLIGATION

- 5.1 The contractor shall commence the work on the specified date as per contract and shall proceed with due expedition and without delay.
- 5.2 The contract shall, in accordance with the contract, with due care and diligence, complete the works and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall provide all necessary Contractor equipments, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.
- 5.3 The contractor shall set out the works in relation to approved drawing/plan/alignment and specifications given by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR in writing. If during the execution, an error appears in position/alignment the contractor shall rectify the error and he shall borne the cost except error results from incorrect information from PD STRENGTHENING OF UNIVERSITY OF PESHAWAR in which case the cost shall with benefit shall be borne by UNIVERSITY OF PESHAWAR. The checking of any setting out by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /his Representative shall not relieve the Contractor of his responsibility for accuracy thereof.

6. SITE DATA

The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting the Tender as to the nature of ground and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general shall himself and obtain all necessary information as to risk contingencies and other circumstances which may influence or affect his Tender .

7. SUFFICIENCY OF CONTRACT PRICE

- 7.1. The Contractor shall be deemed to have satisfied himself before tendering as of the correctness and sufficiency of his Tender for the work and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates (if any) which rates and prices shall except in so far otherwise provided in the Contract cover all his obligations of the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 7.2 The Contractor shall be deemed to have satisfied himself on and taken account of in his tender:
 - a. all the circumstances and conditions affecting the Contract Prices.
 - b. the possibility of carrying out the works as per contract.
 - c. general circumstances at the site.
 - d. the general labor position at the site.
- 7.3 The contractor from time to time during the progress of the work shall clear away and remove all surplus material and rubbish from the site. On completion of the work the contractor shall leave the whole site clean in workman like conditions up to the satisfaction of PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.
- 7.4 The contractor shall during execution of the work display proper signboards showing the contractor and UNIVERSITY OF PESHAWAR names and the works.
- 7.5 Facilities to inspect the Works shall at all times be afforded by the Contractor by UNIVERSITY OF PESHAWAR.

8. PROGRAM BE FURNISHED

- 8.1 As soon as practicable after the acceptance of his Tender the Contractor shall if required submit to the Engineer, for his approval, a program showing the order of activities, procedures and method in which he proposes to carry out the works and shall whenever required by the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR or his Representative , furnish in writing for his information particulars of the Contractor's arrangements for carrying out the works and that of the constructional plant and temporary works which the Contractor intends to supply, use or construct as the case may be. The submission to and approval by the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR or his representative, of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.
- 8.2 The Contractor shall submit to the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR the weekly progress showing the works accomplished in the last two weeks(with color photo graphs of the work) and execution schedule for the month, in the first week of each month.

9. CONTRACTOR's SUPERVISOR AT SITE

- 9.1 The contractor shall employ one or more competent and skilled Representative to superintend the works on site and their names shall be communicated to PD STRENGTHENING OF UNIVERSITY OF PESHAWAR before commencement of works on the site. Any instruction or notice which PD STRENGTHENING OF UNIVERSITY OF PESHAWAR gives to such Representative(s) shall be deemed to have been given to the Contractor. The contractor's Representative shall be approved by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR (which approval may be at any time withdrawn) and who shall be present at the site at all the working hours.
- 9.2 The Contractor on the written instruction of PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall remove from the works any person (s) employed by him in the execution of works who misconduct himself or is incompetent or negligent.

10. WATCHING, LIGHT AND SAFETY PRECAUTIONS

- 10.1 The contractor shall in connection with works provide and maintain at his own cost, all lights, guards, fencing and watch and ward when and where necessary or required by the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR or his Representative or for the protection of the works or for the safety and convenience of the public or others.
- 10.2 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 requirement of Government of Pakistan with such modifications hereto as UNIVERSITY OF PESHAWAR/ PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may direct such measures reasonably necessary for such purpose.
- 10.3 The contractor shall ensure the following before the labor is deployed for work / excavation. The work shall be got executed through skilled persons sufficiently trained in this special type of work.
- (i) Arrange for safety & traffic sign boards as per site conditions.
 - (ii) Marking of trench line as per plan / route drawing.
 - (iii) Avoid disturbing the other services however arrange suitable diversion if required.
 - (iv) Arrangement of immediate removal of executed soil to ensure smooth passage / traffic etc.
 - (v) Straight & leveled trench be prepared as per approved dimensions by removing all kind of gravel / stones.

11. COMPLIANCE WITH STATUTES, REGULATION & LAW

- 11.1 The contractor shall in all matters arising in the performance of the contract, comply in all respects with, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other Law or any regulation or any bye-law of any duly constituted authority.
- 11.2 The contractor shall comply with the laws of Islamic Republic of Pakistan.

12. CARE OF WORK

- 12.1 From the commencement to the completion of the works the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof of all any temporary works from any cause whatsoever (save and except the accepted risks as defined in sub-clause (12.2)) shall at his own cost repair and make good the same so

that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the instructions of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR. The contractor shall also be liable for any damage to the works occasioned by him in the course of any operation carried out by him for the purpose of complying with his obligation under clause hereof.

- 12.2 The 'accepted risks' are war hostilities (whether war be declared or not) invasion act of foreign enemies, rebellion, revolution, insurrection or, civil war (otherwise then among the contractors own employees) riot, commotion or disorder or use of occupation by the UNIVERSITY OF PESHAWAR of any portion of the works in respect of which a certificate of completion has been issued or any such operation of the forces of nature as responsible foresight and ability on the part of the contractor could not foresee reasonably provide against all of which are herein collectively refer to as ' the accepted risks'.

13. DAMAGE TO PERSONS OR PROPERTY AND INSURANCE

- 13.1 The contractor shall be responsible for any injury to persons, animals or things/property and for all structural and decorative damage to property, which may arise from the operations and due to his neglects or of any nominated sub-contractor's employees. Whether such injury or damage arising out of carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this Contract. This clause shall be held to include, inter- alia, any damage to buildings whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damage caused to the building and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to person or property as aforesaid, and also in respect of any claims made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damage consequent upon such claim for the period of construction/execution of works and also during the period of maintenance for loss or damage arising from a cause occupying prior to the commencement of the period of maintenance.
- 13.2 The contractor shall reinstate all damages of every sort mentioned in the clause so as to deliver up the whole of the contracted works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the properties of third parties.
- 13.3 The contractor shall indemnify UNIVERSITY OF PESHAWAR against all claims which may be made against the Employer by any member of the public or the third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved office, policy of insurance in the joint names of the Employer and the contractor against such risks and deposit such policy or policies with the Engineer from time to time during the currency of the contract. The contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other Statute in force during the currency of this contract as common law in respect of any employee of the contractor or any sub-contractor and shall at his own expense effect and maintain until the virtual completion of the

contract, with an approved office. A policy of insurance in the joint names of the employer and the contractor against such risks and deposit such policies with the Engineer from time to time during the currency of this contract.

- 13.4 The contractor shall be responsible for any thing which may be excluded from the insurance policies, above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying of this contract. He shall also indemnify the UNIVERSITY OF PESHAWAR in respect of any costs charges of expense arising out of any claim or proceedings and also in respect of any award of or compensation of damages arising there from.
- 13.5 UNIVERSITY OF PESHAWAR shall be at liberty and empowered to deduct the amount of any damage, compensation cost, charges and expenses arising or accruing from or in respect of such claim or damage from any such sums due or to become due to the contractor.
- 13.6 Unless otherwise specified, the insurance shall be for the following amount in respect of original works costing more than Rs. Five Hundred Thousand (Rs. 500,000/-) excluding repair and petty works.
- (a) The works and temporary works to the full value of such works executed from time to time.
 - (b) The materials, constructional plant and other things brought on to the site by the contractor to the full value of such materials, constructional plant and other things.
 - (c) Third party insurance for at least the amount stated in the tender.
- 13.7 The contractor shall (except if and so far as the specification provides otherwise) indemnify and keep indemnified the UNIVERSITY OF PESHAWAR against all losses and claims for injuries or damage to any person or any property what so ever (other than surface or other damage to land being or crops being on the site suffered by tenants or occupiers) which may arise out of or in consequence of the construction and maintenance of the works and against all claims demands proceedings damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 13.8 The contractor shall at the time of signing the contract, insure the works and keep them to be insured until the virtual completion of the contract against loss or damage by fire in and office to be approved by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR in the joint names of UNIVERSITY OF PESHAWAR and contractor (the name of the former being placed first in the policy) for the full amount of the contract and for any further sum if called upon to do so by the employer, the premium of such further sum being allowed to the contractor as an authorized extra, such policy shall cover the property of the employer only, fees for assessing the claim and in connection with his services generally therein, and shall not cover any property of the contractor or of any sub-contractor of employer. The contractor shall despite the policy and receipts for the premium with the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR within twenty one days from the date of signing the contract unless otherwise instructed by the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR. In case of default of the contractor insuring as provided above, the UNIVERSITY OF PESHAWAR may insure and may so deduct the premiums paid from any amounts due or which may become due to the contractor. The contractor shall as soon as the claim under the policy is settled or the works reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred in all respects under the same condition of contract. The contractor, in case of rebuilding or

reinstatement after fire shall be entitled to such extension of time for completion as PD STRENGTHENING OF UNIVERSITY OF PESHAWAR deems fit.

- 13.9 The amount so due as aforesaid shall be the total value of the work duly executed and of the contract materials and goods delivered upon the site for use in the works upon and including the date not more than seven days prior to the date of the said certificate less the amount to be retained by UNIVERSITY OF PESHAWAR (as hereinafter provided) and less any installments previously paid under this clause, provided that such certificates shall only include the value of said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stores are protected against the weather.

14. PATENT RIGHTS AND ROYALTIES

The contractor shall save harmless and indemnify the UNIVERSITY OF PESHAWAR from and against all claims and proceedings for or on account of infringement of any patent right, design, make, mark or name of other protected right in respect of any construction plant machine, work or material used for or in connection with the works or temporary works or any of them and from and against all claims, demands, proceedings, damage cost, charges and expense whatsoever in respect thereof or in relation thereof / except where otherwise specified. The contractor shall pay all tonnage and other royalties, rent and other payment or compensation (if any) for getting stone, sand, gravel clay or other materials required for the works or temporary works or any of them.

15. SUPPLY OF PLANT, MATERIAL & LABORS

Except where otherwise specified the contractor shall at his own expense supply and provide all the constructional plant, temporary works materials both for temporary and for permanent works ,labors (including the supervision thereof) transport to or from the site and about the works and other things of every kinds required for the construction, completion and maintenance of the works.

16. CLEARANCE OF SITE ON COMPLETION

On the completion of the works the contractor shall clear away and remove from the site all constructional plant surplus material, rubbish and temporary works of every kind and leave the whole of the site and work, clean and in a workmen like condition to the satisfaction of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR/ UNIVERSITY OF PESHAWAR.

17. LABOUR

- 17.1 The hours of Employment Regulation and Payment of Wages Act, so far those are applicable to the contractor's labor shall be adhered to by the contractor.
- 17.2. The contractor shall, if required by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, deliver to his Representative or at his office a return in detail, in such form and at such intervals as Project Director, may prescribe showing the number of the several classes of labors from time to time employed by the contractor on the site and such information respecting constructional plant as PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, may require.

18. WORK MATERIAL AND PLANT

- 18.1. All the material and workmanship shall be of the respective kind described, in the contract and in accordance with PD STRENGTHENING OF UNIVERSITY OF PESHAWAR's instruction and shall be subject to, from time to time, such tests as PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may direct at the place of manufacturer, fabrication or on the site or at all or any such places. The contractor shall provide such assistance, instruments, machines, labors and materials as are normally required for examining, testing any work and the quality, weight, quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.
- 18.2. All samples shall be supplied by contractor at this own cost.
- 18.3. The costs of making all tests specified in the contract shall be borne by the contractor.
- 18.4. When in any certificate (of which the contractor has received payment) the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR has included the value of any unfixed material intended for and / or placed on or adjacent to the works such materials shall become the property of UNIVERSITY OF PESHAWAR and they shall not be removed, except for use upon the works, without the written authority of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR. The contractor shall be liable for any loss or damage to such materials.
- 18.5 All plant to be supplied shall be manufactured and all work to be done shall be executed in the manner set out in the contract. Whether the manner of execution is not set out in the contract, works shall be executed in a proper and workman like manner in accordance with recognized good practice. The contractor shall submit for approval of PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, his detail method statement(s) for the execution of such items of work as may be desired by the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR. Approval of such method statement(s) shall neither relieve the Contractor of his responsibilities under the contract nor form any basis for claiming additional costs.
- 18.6 The Contractor shall give PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR full opportunity to examine, measure and test any work on site which is about to be covered up or put out of the view. The contractor shall give due notice to PD STRENGTHENING OF UNIVERSITY OF PESHAWAR whenever any such work is ready for examination, testing or measurement and UNIVERSITY OF PESHAWAR/ PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall then, unless notified otherwise, carry out such examination, testing or measurement without any delay.
- 18.7 If PD STRENGTHENING OF UNIVERSITY OF PESHAWAR instructs the Contractor shall then expose any parts of the works. The contractor shall reinstate and make good such parts to the satisfaction of PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /UNIVERSITY OF PESHAWAR and shall bear its expenses/cost.

19. INSPECTION AND TESTING DURING EXECUTION OR MANUFACTURING

- 19.1 The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, his Representative and any person authorized by him, shall at all times have access to the works and to the site and to all workshop and places where work is being prepared or where materials are manufactured, article or machinery are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right of such access.

- 19.2 The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall be entitled during manufacturing or execution to inspect, examine or test the material and workmanship and check the progress of the manufacturing or execution to be delivered under the contract. This shall take place on the contractor premises, site or other places where plant or some parts of the plant is being manufactured and in such case the Contractor shall obtain permission for PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /his representative to carry out such testing, inspection or measurement. No such inspection, testing or measurement shall release the contractor from any obligation under the contract.
- 19.3 The contractor shall provide such assistance, labor, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the test efficiently.
- 19.4 When plant or part of the plant or the network or any material or part of the network has passed the tests referred in the sub clauses above, The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /UNIVERSITY OF PESHAWAR shall furnish to the Contractor a certificate or certify the contractor's testing certificate.
- 19.5 If, as a result of the inspection, examination or testing referred above, PD STRENGTHENING OF UNIVERSITY OF PESHAWAR declares that any Plant or Network or Part of the Plant/Network or any material is defective or otherwise not in accordance with the contract, he may reject such plant or network or part of the plant/network or material and shall notify the contractor immediately and the Contractor shall make the good the effect with full speed. PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall not reject any plant or network or any part for minor defects which do not affect the commercial operation of such plant or network but the decision to declare service affecting deficiency or otherwise shall rest with PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.

20. REMOVAL OF IMPROPER MATERIAL OR WORK

- 20.1 The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall, during the progress of the work have power to order from time to time:
- a. The removal from the site within such time or times as may be specified of any materials which in the opinion of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, are not in accordance with the contract.
 - b. The substitution of proper and suitable materials and
 - c. The removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials of workmanship is not in the opinion of the Engineer in accordance with the contract.
- 20.2 In case of default on the part of the contractor in carrying out such order, the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall be entitled to employ and pay other person to carry out the same and all expenses consequent thereon or incidental thereto, shall be borne by the contractor and shall be recoverable from him by the UNIVERSITY OF PESHAWAR or may be deducted by UNIVERSITY OF PESHAWAR from any amounts due or which may become due to contractor.

21. SUSPENSION OF WORK

The contractor shall on the written orders of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may consider necessary and shall during such suspension period protect and secure the work so far as is necessary in the opinion of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR. The extra cost (if any) incurred by the contractor in giving effect to such instructions, under this clause shall be borne and paid by the UNIVERSITY OF PESHAWAR unless such suspension is:-

- (a) otherwise provided for in the contract, or
- (b) necessary for the proper execution of the work or by reason of weather conditions affecting the safety or quality of the contract, or
- (c) necessary for the safety of the works or any part thereof :
- (d) The stores, equipment and the workmanship is substandard or of poor quality.

Provided that the contractor shall not be entitled to recover any such extra cost unless he gives notice in writing of his intention to claim, to the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR within 21 days of the suspension order. The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall settle and determine the extra payment to be made to the contractor in respect of such claim as the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall consider fair and reasonable.

22. EXTENSION OF TIME FOR COMPLETION

The Contractor may claim an extension of the Time for Completion if the works are delayed by any of the following causes:-

- a. Extra or Additional work ordered in writing by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.
- b. Exceptional adverse weather conditions, if agreed by PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.
- c. Physical obstructions or conditions which could not have reasonably have foreseen by the contractor.
- d. UNIVERSITY OF PESHAWAR/ PD STRENGTHENING OF UNIVERSITY OF PESHAWAR's instructions, otherwise than by reason of Contractor's default.
- e. The failure of UNIVERSITY OF PESHAWAR to fulfill any of his obligations under the contract.
- f. Delayed by any other contractor engaged by UNIVERSITY OF PESHAWAR/ PD STRENGTHENING OF UNIVERSITY OF PESHAWAR.
- g. Any Suspension of the works under Clause 25 except when due to the Contractor's default.
- h. Force Majeure

The Contractor shall give to PD STRENGTHENING OF UNIVERSITY OF PESHAWAR notice for extension of time within 14 days of the circumstances for such a cause becoming known to the Contractor. The notice shall be followed with full supporting detail. PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may grant such extension if it deemed justified from time to time prospectively or retrospectively.

23. RATE OF PROGRESS

- 23.1 If the rate of progress of the works or any part thereof be at any time in the opinion of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR is slow, in order to ensure the completion of the works by the prescribed time, the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall so notify the contractor in writing and the contractor shall thereupon take such steps as the contractor may think necessary and the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion.. The contractor shall execute the work without any break and the progress of the work shall not be conditional with the payment of running bills or bill. However, the UNIVERSITY OF PESHAWAR shall do its best for early payments to the contractor in the interest of the project, subject to completion of all formalities under the laid down procedures and submission of all necessary documentation by the contractor.
- 23.2 Notwithstanding anything contained herein and in the event of the rate of progress of the works being such that in the opinion of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR the works cannot be completed by the prescribed time or the extended time. The Engineer may have the works constructed and completed through any other agency either concurrently with or independently of the contractor at the RISK AND COST of the contractor or the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may supplement the contractor's labor, plant, equipment and materials at the contractor's RISK AND COST. Further, the UNIVERSITY OF PESHAWAR shall have the power to terminate the contract and withhold payment of the contractor till the whole of the works have been constructed, completed and maintained in the manner laid down in the contract and the contractor shall be responsible for any loss or damage which the UNIVERSITY OF PESHAWAR may sustain on that account.

24. TEST ON COMPLETION

- 24.1 When the plant or work or part of the network is completed, the contractor shall notify its completion to the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR with detail test reports and other detail as per format agreed upon by UNIVERSITY OF PESHAWAR and the contractor or a known standard format. PD STRENGTHENING OF UNIVERSITY OF PESHAWAR then shall detail the testing and handing/taking over schedule immediately.
- 24.2 If the works or any Section fails to pass the prescribed test, PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may schedule retesting if in his opinion the deficiencies in the test can be addressed by the contractor in a well defined time frame or not affecting the commercial operation of the Plant or network. If the plant or section fails again or the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR /UNIVERSITY OF PESHAWAR considers that the deficiencies in the tests can adversely affect the commercial operation of the plant he may reject the plant or work or section.
- 24.3 As soon as in the opinion of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR, the works have been substantially completed and satisfactorily passed any final test that may be prescribed under the contract., the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall, on receiving a written undertaking by the contractor to finish any outstanding work during period of maintenance, issue a certificate of completion in respect of the works and the period of maintenance of the works shall commence from the date of such a certificate provided that the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR may

give such certificate with respect to any part of the works before the completion of the whole of the works and shall upon the written application of the contractor give such certificate with respect to any substantial part of the works which has been completed to the satisfaction of the PD STRENGTHENING OF UNIVERSITY OF PESHAWAR and occupied or used by the UNIVERSITY OF PESHAWAR and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

- 24.4 The work shall be taken over by UNIVERSITY OF PESHAWAR when they have been completed in accordance with the Contract and have passed the tests, except in minor respects that do not affect the works for their intended purpose. UNIVERSITY OF PESHAWAR shall not use any part of the work unless a **Taking over certificate** has been issued in this respect.

25. MAINTENANCE AND DEFECTS LIABILITY PERIOD

- 25.1 The defect liability Period or warranty period of the plant or network or works, except otherwise agreed, shall be one year from the date of taking over Certificate (Provisional Acceptance Certificate). Where any part of the works is taken over separately from the works the Defect Liability Period for that part shall commence from the date it was taken over.

- 25.2 The Contractor shall be responsible for making good any defect in or damage to any part of the works which may appear or occur during the Defect Liability Period and which arises from either

- a. Any defective materials, workmanship or design or
- b. Any act or omission of the Contractor during the Defects Liability Period. The Contractor shall make good the defects or damages as soon as practicable and at his own cost.

- 25.3 The Defects Liability Period for the works shall be extended by a period equal to the period during which the works cannot be used by reason of a defect or damage

- 25.3 If the Contractor fails to remedy a defect or damage within a reasonable time UNIVERSITY OF PESHAWAR may fix a final time for remedying such defect or damage. If the contractor fails to do so UNIVERSITY OF PESHAWAR may

- a. Carry out the work at the contractors risk and cost at a reasonable manner and its cost shall be deducted from the Contract Price.
- b. If the defect or damage is such that UNIVERSITY OF PESHAWAR has been deprived substantially the whole of the benefits of the works or the part thereof ,UNIVERSITY OF PESHAWAR may terminate the Contract in respect of such parts of the works which cannot be put in intended use. UNIVERSITY OF PESHAWAR shall be entitled to recover all sums paid in respect of such parts of the works together with the cost of dismantling the same and clearing the sites and returning the plant to the Contractor or disposing it otherwise.

- 25.4 Until the Final Acceptance Certificate the contractor shall have access to all parts of the works and to records of the working and performance of the works.

- 25.5 When the Defect Liability Period for the works or any part has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the works or that part, PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall issue the Defects Liability Certificate.

26. ALTERATIONS, ADDITIONS AND OMISSIONS

26.1 The PD STRENGTHENING OF UNIVERSITY OF PESHAWAR shall make any variation of the form, quality or quantity of 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 desirable, shall have power to order 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.
- (c) Change the character or quality or kind of any such work.
- (d) Change the levels, lines and dimensions of any part of the works and
- (e) Execute additional work of any kind necessary for the completion of the works.

And no such variation shall in any way vitiate or invalidate the contract but the value (if any) of all such variations shall be taken into account in ascertaining the amount of the contract price.

26.2 No such variation shall be made by the contractor without an order in writing of the PD UNIVERSITY OF PESHAWAR, provided that no order in writing shall be required for increase or decrease in the quantity of any work such increase or decrease is not the result of an order given under this clause but is the result of the quantities exceeding or being less than those stated in bill of quantities. Provided, also that if for any reason the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall consider it desirable to give any such order verbally, the contractor shall comply with such order and any confirmation in writing of such verbal order given by the PD UNIVERSITY OF PESHAWAR, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause.

26.3 The contractor may be required to execute additional work beyond the quantities specified in the bill of quantities or extra or substitute items not included therein. For all additional work, payment shall be made on the basis of actual measurement at the minimum rates for such work in the contract. For extra or substitute items, payment shall be made on the basis of actual measurement at the rates derived from those included in the bill of quantities if in the opinion of the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR (which shall be final) such rates are applicable. In case the rates for extra or substitute items cannot be so derived, then reasonable rates shall be fixed by the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR for which the contractor shall submit analysis of rates well in time for approval of the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR before execution of such work. If the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR decides certain items of work or reduce the quantities thereof, the value of the contract shall accordingly be reduced on the basis of actual measurement.

26.4 The contractor shall submit, to the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR, giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional work ordered by the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR, which he has executed and no claim for payment

for any such work will be considered which has not been before the completion of work.

26.5 The Contractor shall also be entitled to be paid

- a. The cost of any partial execution of the works rendered useless by any such variations, and
- b. The cost of making necessary alteration to work or plant already delivered or in the course of delivery or of any work done that has to be altered in consequence of such variation ,and
- c. Any additional costs incurred by the Contractor by the disruption of the progress of the works as detailed in the program, and
- d. The net effect of the Contractor's Finance Cost, including Interest caused by the variation.

27. PROPERTY IN MATERIAL AND PLANT

27.1 Plant, temporary works and material to be provided in pursuant to the Contract shall become the property of the UNIVERSITY OF PESHAWAR when Plant, works and material delivered to the site, and the Contractor shall not remove any part thereof without the written permission of PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR /UNIVERSITY OF PESHAWAR.

27.2 The UNIVERSITY OF PESHAWAR shall not at any time be liable for the loss of or injury to any of the said plant, temporary works or materials.

28. CERTIFICATION AND PAYMENT

28.1 The Terms of payment shall be as stated in the Preamble to conditions of Contract.

28.2 If at any time any payment would fall due for Works or portion of works and ,if there shall be any defect in portion of such works in respect of which such payment is proposed, UNIVERSITY OF PESHAWAR may retain the whole or any portion of such payment and the sum retained so shall be paid to the Contractor after the said defect is removed.

28.3 The contractor shall submit to PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR or his representative, during the execution of the works, on-account bills signed by the contractor showing the quantities and values of the permanent work done on site as soon as measurements have been recorded.

28.4 The rates and prices in such on-account bills shall be in accordance with these in the priced bill of quantities so far rates and prices are applicable and on the approved rates and price for other items of work.

28.5 The quantities in such on-account bills shall be in accordance with the agreed measurement recorded by the representative of PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR.

28.6 The contractor will be paid on the certificate of the PD UNIVERSITY OF PESHAWAR, the estimated contract value of the permanent executed and in the addition such amount as the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR may consider fair and reasonable for any temporary works for which separate amount are provided in the bill of quantities.

28.7 No certificate other than the Provisional Acceptance Certificate referred to in clause 35.8 hereof shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as admission of the performance of the contract or any part thereof or of the accuracy of any claim or demand made by the

contractor or of additional or varied work having been ordered by the engineer nor shall any other certificate conclude or prejudice any of the powers of the engineer.

28.8 The contract shall not be considered as complete until Final Acceptance Certificate has been signed by the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR and completed and maintained to his satisfaction. The Final Acceptance Certificate shall be given by the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR after the expiry of the period of maintenance (or if different periods of maintenance shall become applicable to different parts of the works, the expiration of the latest such period) and full effect shall be given to this clause notwithstanding any previous entry on the works or the taking possession working or using thereof by UNIVERSITY OF PESHAWAR. The security deposit of the contractor shall be refunded after the Final Acceptance Certificate has been issued by the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR after deducting any sums which may become due from contractor in terms of provision of clause 32.4 and 32.5 hereof.

28.9 When the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR has granted a certificate or certificates of completion for the whole of the works hereof and when the UNIVERSITY OF PESHAWAR has ascertained the estimated final sum due to the contractor, the UNIVERSITY OF PESHAWAR shall after allowing for the amount of all previous on-account bills and certificates and after allowing for all other payments due from the contractor to the UNIVERSITY OF PESHAWAR pay to the contractor such a sum out of the balance so calculated as remaining due to the contractor.

28.10 Unless otherwise agreed between the UNIVERSITY OF PESHAWAR and the contractor all payments, UNIVERSITY OF PESHAWAR will pay the payment for each certificate within 21 days of issuance of such certificate.

29. MEASUREMENT

29.1 The quantities set out in the bill of quantities are the estimated quantities of work but they are not to be taken as the actual and correct quantities of the work to be executed by the contractor in fulfillment of his obligations under the contract.

29.2 The PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall accept, as otherwise stated, ascertain and determine by measurement the value of work done in accordance with the contract. He shall when he requires any part or parts of the work to be measured, give notice to the contractor or authorized agent or representative who shall forthwith attend or send a qualified agent to assist the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR or his representative in making such measurement and shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR or approved by him shall be taken to be the correct measurement of the works.

30. PROVISIONAL SUMS

All the sums set out in the bill of quantities which shall be stated to be provisional or for contingencies shall be used only at the direction and discretion of the Engineer and if not used either wholly or in part shall as to the amount not used be deducted from the contract price.

31. REMEDIES AND POWERS

31.1 If the contractor shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out the contract under a committee of inspection of his creditors shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or if the contractor shall assign the contract without the consent in writing of the UNIVERSITY OF PESHAWAR first obtain or shall have an execution levied on his goods or if the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall certify in writing that in his opinion the contractor :-

- a) Has abandoned the contract.
- b) Without reasonable excuse has failed to commence the work or has suspended the progress of the work for 14 days after receiving from the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR written notice to proceed ; or
- c) Has failed to remove materials from the site or to pull down and replace work for 28 days after receiving from the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR written notice that the said materials or work had been condemned and rejected by him under these conditions; or
- (d) Is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract;
- (f) has to the detriment of good workmanship or in defiance of the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR 's instruction to the contrary sub-let any part of the contract than the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR may after giving 14 days notice in writing to the contractor enter upon it and the works and expel the contractor there from without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on the UNIVERSITY OF PESHAWAR or the PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR by the contract and may himself complete the works or may employ any other contractor, to complete the works and the UNIVERSITY OF PESHAWAR or such other contractor may use for such completion so much of the construction plant, temporary works and materials which have been deemed to become the property of the UNIVERSITY OF PESHAWAR under the provisions of the contract as he or the UNIVERSITY OF PESHAWAR may think proper and the UNIVERSITY OF PESHAWAR may at any time sell all or any of the said constructional plant temporary works and un-used materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to the UNIVERSITY OF PESHAWAR from the contractor under the contract.

31.2 The PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall as soon as may be practicable after any such entry and expulsion by the UNIVERSITY OF PESHAWAR fix and determine or after reference to the parties or

after such investigation or enquiries as he may think fit to make or institute and shall certify what amount (if any) had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work than actually done by him under the contract and what was the value of any unused or partially used materials any constructional plant and any temporary works which have been deemed to be done the property of the UNIVERSITY OF PESHAWAR under the provisions of the contract.

- 31.3 If the UNIVERSITY OF PESHAWAR shall enter and expel the contractor under this clause, the UNIVERSITY OF PESHAWAR shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by the UNIVERSITY OF PESHAWAR have been ascertained and the amount thereof certified by the PD UNIVERSITY OF PESHAWAR, the contractor shall then be entitled to receive only such sums or sum (if any) as the PD UNIVERSITY OF PESHAWAR, may certify would have been due to him upon due completion by him after deducting the said, amount. But 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 UNIVERSITY OF PESHAWAR, the amount of such excess and it shall be deemed a debt due by the contractor to the UNIVERSITY OF PESHAWAR and shall be recoverable accordingly.

32. RISK AND RESPONSIBILITY

- 32.1 The risk of loss of or damage to physical property and of death and personal injury which arise in consequence of the performance of the Contract shall be allocated between UNIVERSITY OF PESHAWAR and The Contractor as mentioned in sub-clause 32.2 and 32.3
- 32.2 The UNIVERSITY OF PESHAWAR's risks are
- a. Wars and hostilities (whether war be declared or not) invasion, act of foreign enemies.
 - b. Rebellion, revolution, insurrection, military or usurped power or civil war.
 - c. Ionizing radiation or contamination by radioactivity from any nuclear fuel, radio active toxic explosives or other hazardous properties of explosive nuclear assembly or nuclear component thereof.
 - d. Riots, commotion or disorder, unless solely restricted to the employees of the Contractor or his subcontractors.
 - e. Use or occupation of the work or any part thereof by the UNIVERSITY OF PESHAWAR.
 - f. Fault, error, defect or omission in the design of any part of the work by UNIVERSITY OF PESHAWAR or by whom UNIVERSITY OF PESHAWAR is responsible for which the Contractor has disclaimed responsibility in writing in a reasonable time after the receipt of such design.
 - g. Right of way if UNIVERSITY OF PESHAWAR is responsible.
 - h. The act, neglect or omission or breach of Contract or statutory duty of UNIVERSITY OF PESHAWAR or other contractor employed by UNIVERSITY OF PESHAWAR .
- 32.3 The Contractor's risk are all risk other than those identified as the UNIVERSITY OF PESHAWAR's risk.

33. CARE OF THE WORK AND RISK TRANSFER DATE

- 33.1 The Contractor shall be responsible for the care of works or any section thereof from the date of commencement until the Risk Transfer Date applicable as in Sub-Clause 41.2
- The Contractor shall also be responsible for the care of any part of the work for which any outstanding work is being performed by the Contractor during the Defect Liability Period until completion of such outstanding work.
- 33.2 The Risk Transfer date in relation to the work or section thereof is the earlier of either
- The date of issuance of Taking Over Certificate or
 - The date of expiry of the notice of termination when the Contract is terminated by the UNIVERSITY OF PESHAWAR or the Contractor in accordance with the Contract.
- 33.3 The risk of loss or damage to the works or any section thereof shall pass from the Contractor to UNIVERSITY OF PESHAWAR on the Risk Transfer Date applicable thereto.
- 33.4 Loss of or damage to the works or any section thereof occurring before the Risk Transfer Date shall
- To the extent caused by any of the Contractor's Risk, be made good forthwith by the contractor at his own cost, and
 - To the extent caused by any of the UNIVERSITY OF PESHAWAR's Risk, be made good by the Contractor at UNIVERSITY OF PESHAWAR's expense if so required by PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR within 28 days after the occurrence of such loss or damage. The price of making good such loss and damage shall be in all circumstances reasonable and shall be agreed by UNIVERSITY OF PESHAWAR and the Contractor.
- 33.5 After the Risk Transfer Date ,the Contractor's liability in respect of loss of damage to any part of the works shall, except in the case of Gross Misconduct, be limited to
- To the fulfillment of the Contractor's obligation under clause 32 in respect of defects therein
 - To making good forthwith loss or damage caused by the contractor during the Defect Liability Period.

34. DAMAGE TO PROPERTY AND INJURY TO PERSONS

- 34.1 The Contractor shall be liable for and shall indemnify UNIVERSITY OF PESHAWAR against all losses, expenses and claims in respect of any damage to physical property occurring before the issuance of Final Acceptance Certificate to the extent caused by:
- Defective design, material or workmanship of the Contractor or
 - Negligence or breach of statutory duty of the Contractor.
- 34.2 UNIVERSITY OF PESHAWAR shall be liable for and shall indemnify the Contractor against all losses, expenses or claims in respect of loss or damage to any physical property or personal injury whenever occurring in connection of the works to the extent caused by the UNIVERSITY OF PESHAWAR's Risks.
- 34.3 The Contractor shall be liable for and shall indemnify UNIVERSITY OF PESHAWAR against all losses or claims arising in connection of damage to the property or injury /death to persons unless caused by the acts or defaults of UNIVERSITY OF PESHAWAR or other Contractors engaged by UNIVERSITY OF PESHAWAR, in which case UNIVERSITY OF PESHAWAR shall be liable and shall indemnify the Contractor against all losses ,expenses and claims arising in the connection herewith.

35. LIMITATION OF LIABILITY

- 35.1 Neither party shall be liable to the other for any loss of profit, loss of use ,loss of production, loss of contracts or for any other indirect or consequential damage that may be suffered by other except
- a. as expressly provided in the Clause 30 and
 - b. those provisions of these Conditions whereby the Contractor is expressly entitled to receive
- 35.2 The liability of the Contractor to UNIVERSITY OF PESHAWAR shall not in any case exceed the sum stated in the Preamble.
- 35.3 The Contractor shall have no liability to UNIVERSITY OF PESHAWAR for any loss or damage which occurs after the expiration of Defect Liability Period unless caused by the Gross Misconduct of the Contractor.
- 35.4 In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all the reasonable measures to mitigate loss or damage which has occurred or may occur.

36. INSURANCE

- 36.1 The contractor shall insure the works in the joint names of the Contractor and UNIVERSITY OF PESHAWAR to their full replacement value with deductible limits. Such insurance shall be for losses or damage caused by any of the Contractor's Risk from the Commencement date to the Risk Transfer date and during the Defect Liability period for loss or damage by the Contractor in completing any outstanding work or complying with his obligation under Clause 32.
- 36.2 The Contractor shall insure the Contractor's equipment for its full replacement value on the site against all loss or damage caused by any of the Contractor's Risks.
- 36.3 The Contractor shall insure against liability to third parties for any death or personal injury and loss or damage to any physical property arising out of the performance of the Contract. Such insurance shall be effected before the Contractor begins any work on the site.
- 36.4 The Contractor shall
- a. whenever required by UNIVERSITY OF PESHAWAR produce the policies or certificates of insurance which he is required to effect under the Contract to gather with receipts for the premiums
 - b. effect all insurances for which he is responsible with an insurer and in terms approved by UNIVERSITY OF PESHAWAR.
 - c. Make no material alteration to the terms of any insurance without approval from UNIVERSITY OF PESHAWAR. If any insurer makes any material alteration to the terms ,Contractor shall forthwith notify UNIVERSITY OF PESHAWAR, and
 - d. In all respect comply with any conditions stipulated in the insurance policies which he is required to place under the Contract.
- 36.5 The insurance cover effected by the Contractor may exclude any of the following
- a. The cost of making good any part of the works which is defective or otherwise does not comply with the Contract provided that it does not exclude the cost of such defector non compliance.
 - b. Indirect or consequential loss of damage including any reductions in the Contract Price for delay.
 - c. Wear and tear.
- 36.6 If the Contractor fails to produce evidence of insurance cover or does not insure any work or section as stated in Sub Clause 36.4 then UNIVERSITY OF PESHAWAR

- may effect and keep in force such insurance. Premiums paid by UNIVERSITY OF PESHAWAR for this purpose shall be from the Contract Price.
- 36.7 All policies of insurance of the Plant shall provide for payment of indemnity to be made in such amounts as will allow making good of loss of or damage to the whole or any part of the works.
- 36.8 It shall be the responsibility of the Contractor to notify the Insurer of any changes in nature or extent of the works and to ensure the adequacy of the insurance coverage at all times in accordance with the provisions of the Contract.
- 36.9 The Contractor shall procure and submit the insurance cover under this Clause within a period of 28 days of the receipt of Letter of Acceptance from PD UNIVERSITY OF PESHAWAR.

37. CHANGE IN COST AND LEGISLATION

The Contract Price shall be adjusted to take account of any increase or decrease in cost resulting from changes in legislation of the country or in its generally accepted interpretation. Legislation means any law, order, regulation or bye-law, which affects the Contractor in the performance of his obligations under the contract, made after the date 28 days prior to the latest date for submission of tenders for the works. PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR shall certify the amount of the resulting increase or decrease in cost, which shall be added to or deducted from the Contract Price.

38. PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)

After successful and complete installation, testing and commissioning the contractor may notify to the UNIVERSITY OF PESHAWAR concerned officer when he considers that the works are complete. Upon such notification from contractor, the UNIVERSITY OF PESHAWAR concerned officer will arrange inspection and testing within 10 working days. The Provisional Acceptance Certificate (PAC) in favour of contractor subject to satisfactory completion of work and successful testing as per requirement of contract will be issued by PROJECT DIRECTOR STRENGTHENING OF UNIVERSITY OF PESHAWAR. Alternatively the UNIVERSITY OF PESHAWAR concerned officer will notify the contractor that the work is not fully complete and contractor will rectify the discrepancies.

39. PROVISION OF STORE

The Store will be provided by contractor as per BOQ.

40. TEMPORARY BAR/ BLACK-LISTING OF FIRM

- 40.1 UNIVERSITY OF PESHAWAR reserves the right of debarment 'or' blacklisting of a firm, association, corporation, joint venture, company, partnership or any other legal entity subject to any of the following acts:-
- a. Consistent failure to provide satisfactory performance.
 - b. Contractor becomes insolvent.
 - c. Existence of judicial decision against a contractor in respect of a corrupt or collusive practice.
 - d. Submission of false and spurious documents, making false statements and allegations to gain undue advantage.
 - e. Commission of fraud.

- f. Contractor abandons the contract.
 - g. Contractor without reasonable excuse fails to commence the work 'or' suspends the progress of work for 14 days.
 - h. Contractor is not executing the work in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract.
 - i. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration with sales tax authorities, Pakistan Engineering council etc, giving false evidence, furnishing of false information of serious nature.
- 40.2 VC UNIVERSITY OF PESHAWAR will constitute a committee comprising of three UNIVERSITY OF PESHAWAR officers and they will investigate the matter in connection with allegation of corrupt, fraudulent, coercive or collusive practices or illegally harassment or threat. Moreover, the committee shall also accord adequate opportunity of being heard to the contractor who is to be debarred / blacklisted. The said committee will forward its clear recommendations for the approval of VC UNIVERSITY OF PESHAWAR.
- 40.3 The debarment shall be for a reasonable specified period of time, commensurate with the seriousness of the cause. However, the debarment period shall not exceed from three years. Moreover, UNIVERSITY OF PESHAWAR also reserves the right of permanent blacklisting of a contractor subject to severity of the corrupt or fraudulent practices.

COMPLIANCE STATEMENT

Clause #	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
1	Scope of work				
2	Eligibility Criterion of Bidders				
3	Cost of tendering				
4	Clarifications of Tender Documents				
5	Amendment of Tender Documents				
6.	Country of Origin				
7.	Preparation of Tender/ Bid Documents				
8	Price				
9	Tender Security / Earnest Money				
10	Validity of Bids				
11	Deadline for submission of bids				
12	Modification & Withdrawal of bid				
13	Opening of Bid				
14	Clarifications/correction of bid				
15	Responsiveness of Bids				
16	Evaluation Criterion				
17	Commercial Statement				
18	Engineering Survey				
19.	Award Criteria & UoP's Right				
20.	Variation Order				
21.	LANGUAGE OF BID DOCUMENTS				
	Contract Conditions				
1	Performance Security				
2	Contractor responsibilities				
3	Transportation & Packing				
4	Time for Completion				
5	Warranty / Services				
6	Provisional Acceptance Testing				
7	Terms of Payment				
8	Final Acceptance Certificate				
9	Default by contractor				
10	Repeat Order				
11	Arbitration and Amicable Law				
12	Force Majeure				
13	Termination for Insolvency				
14	Termination for Convenience				
15	Project PD / Ultimate Consignee				
Clause. #	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
III	Important conditions of Contract				
1	Definitions and Interpretation				

2	PD Project SOUOP and his representative				
3	Drawing and test documents				
4	Contract agreement				
5	Contractor obligation				
6	Site data				
7	Sufficiency of contract price				
8	Program be furnished				
9	Contractor's supervisor at site				
10	Watching, light and safety precautions				
11	Compliance with statutes, regulation &				
12	Care of work				
13	Damage to persons or property and insurance				
14	Patent rights and royalties				
15	Supply of plant, material & labors				
16	Clearance of site on completion				
17	<u>Labour</u>				
18	Work material and plant				
19	Inspection and testing during execution or manufacturing				
20	Removal of improper material or work				
21	Suspension of work				
22	Extension of time for completion				
23	Rate of progress				
24	Test on completion				
25	Maintenance and defects liability period				
26	Alterations, additions and omissions				
27	Property in material and plant				
28	Certification and payment				
29	Measurement				
30	Provisional sums				
31	Remedies and powers				
32	Risk and responsibility				
33	Care of the work and risk transfer date				
34	Damage to property and injury to				
35	Limitation of liability				
36	Insurance				
37	Change in cost and legislation				
38	Provisional acceptance certificate (PAC)				
39	Provision of Store				
40	Temporary Bar/ Black-Listing of firm				

**FORMAT OF BANK GUARANTEE
FOR BID SECURITY**

Bank Guarantee No.-----
Dated at Islamabad, the -----
Amount-----
Validity-----

To,

The Treasurer
University of Peshawar,
Khyber Pakhtunkhwa

Dear Sir,

WHEREAS M/S _____ (hereinafter called the Tenderer) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favour in the sum of _____ (IN FIGURE) _____ (IN WORDS) against your Tender Notice No. _____ dated _____ for supply / installation of _____.

WE HEREBY AGREE AND UNDERTAKE:

- i. To make unconditional payment _____ to you on demand without further question or reference to the Tenderer in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Tenderer from the date of opening of bids until the expiry of the validity of their offer,
- iii. To keep this guarantee in full force from (date) _____ upto _____ (date) _____ the date until which the Tenderer's offer is valid.
- iii. To extend the period of guarantee if such extension be necessary beyond the date stated in para (ii) and as so desired by the tenderer.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank:_____
Authorized officer's Signature &
Seal:_____

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No. -----

Date of Issue -----

Valid upto -----

Value (Rs.) -----

FROM: _____

TO,

The Treasurer
University of Peshawar,
Khyber Pakhtunkhwa

SUBJECT: B/G AND DATE FOR _____ ON BEHALF OF _____ FOR DUE
AND FAITHFUL PERFORMANCE ORDER NO. _____
DATED _____.

Whereas M/s _____ (hereinafter called the Supplier) have
requested us to furnish a Bank Guarantee in your favour in the sum _____ (IN
WORDS) _____ as performance security against order
No. _____ dated _____ to be concluded between the Supplier and National
Telecommunication Corporation HQs F-5/1 Islamabad.

WE HEREBY AGREE:

- 1). To make an un-conditional payment of _____ to you on demand without any further question or reference to the Supplier upon failure of the Supplier to perform the Order for which you will be the sole judge.
- 2). To keep this guarantee valid in full force from this date upto the time of the due and faithful completion of the Order under reference (the schedule of implementation shall be as described in the Purchase order and its subsequent amendments) or till _____ whichever date is later. The faithful completion of the order by the Supplier will be intimated by the UNIVERSITY OF PESHAWAR.
- 3). To extend the period of the enforceability of this guarantee if such extension be necessary or desired by you of us. All claims thereunder must be submitted to the Bank of _____ on or before the expiry date mentioned in this guarantee are the date mentioned in its extensions issued from time to time, after which this guarantee will become null and void and should be returned to us. Irrespective of its return, we shall consider ourselves fully discharged from any obligation there under after the said expiry date.

Dated This Day of

Authorized Signature: _____
& Seal of bank

Witness: _____

Sworn & Sign before me
this day of.... ..
by. _____

BOQ for Laying of Copper UG Cable Network for University of Peshawar (Zone Wise)

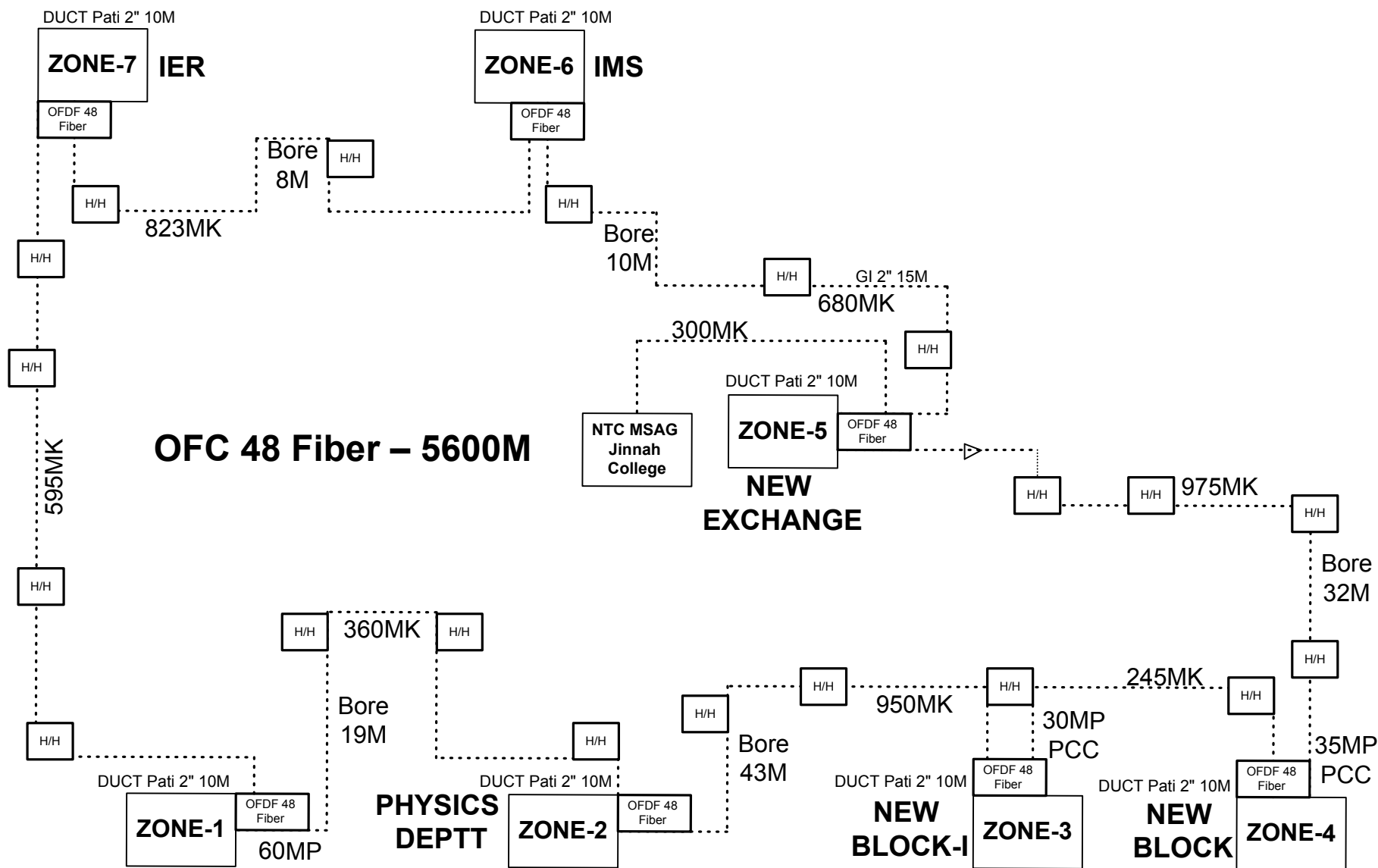
S#	Description	Specs	Unit	Qty	Rate	Amount
	(A) Store Item					
1	UG Cable 300/0.4 Jelly Filled L/ A	As per NTC/PTCL Specifications	M	540		
2	UG Cable 200/0.4 Jelly Filled L/ A		M	2119		
3	UG Cable 100/0.4 Jelly Filled L/ A		M	1045		
4	UG Cable 50/0.4 Jelly Filled L/ A		M	1265		
5	UG Cable 30/0.4 Jelly Filled L/ A		M	695		
6	UG Cable 20/0.4 Jelly Filled L/ A		M	2283		
7	UG Cable 10/0.4 Jelly Filled L/ A		M	3178		
8	CT Box 100 Pair with Sealing Compound		No	25		
9	CT Box 50 Pair with Sealing Compound		No	3		
10	CT Box 10/20 Pair with Sealing Compound		No	2		
11	DP Box (TIP or Equilant)		No	79		
12	A4BC Pole with Complete Accessories		No	51		
13	Jointing KIT 200/300 Pair Br		No	13		
14	Jointing KIT 100 Pair Br		No	7		
15	Jointing KIT 50 Pair Br		No	5		
16	Jointing KIT 10,20, 30 Pair Br		No	9		
17	Steel Box 100/50/30/20 Pair with Paint, Numbering.		No	6		
18	Modular Connector 25 Pair (3M USA)		No	140		
19	UY Connectors		No	700		
20	GI Pipe 2" dia (10 ' each)along with sockets & accessories		M	105		
21	GI Pipe 1" dia (10 ' each)along with sockets & accessories		M	210		
22	RCC Joint /Route Indicator with UOP Marking		No	50		
23	Steel Cabinet 300/400 with eathing rod, numbering, paint, etc and other complete Accessories		No	3		
24	Warning Tape		M	9404		
	(A)Total (Store) Rs					

(B) Service Item

S#	Description	Specs	Unit	Qty	Amount	Rupees
1	Marking & excavation of Kacha trenches measuring depth 3', width 40 cm(1.5'), back-filling, disposal of surplus soil, dressing & compacting in normal soil. Testing of Cable, laying of 10 cm thick sand layer below cable in trench, laying of 10 cm sand layer	NTC/PTCL Approved	M	8499		
2	Marking & excavation of Pacca trenches measuring depth 3', width 40 cm(1.5'), back-filling, disposal of surplus soil, dressing & compacting in normal soil. Testing of Cable, laying of 10 cm thick sand layer below cable in trench, laying of 10 cm sand layer		M	905		
3	Repair of Pacca		M	905		
4	Laying & Pulling of UG Cable		M	11125		
5	Fitting of steel boxes/ CT Boxes/DP Boxes at wall or provision of base where required etc with fixing of its GI Pipe i/c required accessories/material wall drilling etc		No	109		
6	Termination of Cable on Minidigital Strip/ Cabinet/CT Box/DPs/ Jointing Kits		Pairs	8026		
7	Preparation of Base for Cabinet Complete with Steel Band, Earth Rods, hooks, locks, painting, numbering, & Painting.		No	3		
8	Road boring(at depth of 5' beneath road)		M	237		
(B)Total (Services)						

BOQ for Laying of 96 Fiber Cable Network for University of Peshawar (Zone Wise).

S.#	Description	A/U	Qty	Unit Rate(Rs.)	Total Cost (Rs.)
Store (C)					
1	Optical Fibre Cable, SM Duct Burried, 96 Fiber, single mode G.652-D Compliant.	Meter	5,600		
2	48 Fiber joint Enclosure with complete accessories	Nos.	1		
3	OFDF- Preloaded for 48 Fiber Pre-loaded with SC/SC, FC/LC,FC/PC, FC/SC adopter & pigtails complete in all respect.	Nos.	7		
4	Optical Patch Cord with connectors 10 M SC/SC, FC/PC, FC/SC, FC/LC	Nos.	48		
5	Carrugated Plastic Pipe 1" dia	Meter	10		
6	HDPE Pipe 2" dia Thickness 3mm	Meter	4,000		
7	GI Pipe 1" diameter alongwith fixing / installation material	Meter	15		
8	DUCT Patti 2"	Meter	70		
9	RCC Route / Joint Indicator with Pinting & UOP Marking	No	30		
10	Warning Tape	Meter	4,753		
C-Total (Store) Rs.					
Services (D)					
1	Excavation in Kacha area, 4ft x 1.25ft trench dimensions, Making sand bed, laying of cable, providing, back filing, compaction and disposal of surplus material.	Meter	1,500		
2	Excavation in Pacca area, 4ft x 1.25ft trench dimensions, Making sand bed, laying of cable, providing, back filing, compaction and disposal of surplus material.	Meter	125		
3	Repair of Pacca	Meter	125		
4	Splicing and termination of OF cable on ODFs and joint Box	Fiber	168		
5	Fixing of Duct Pati, GI Pipe etc, in Foot Path & Wall with Civil Works	Meter	85		
6	Installation of OFDF	No	7		
7	Construction of RCC Hand Hole (4'x4'x5') .	No	20		
8	Road / footpath boaring along with Tuff Tile Repair in original Position.	Meter	112		
9	Pulling of OFC Cable in HDPE Pipes/GI Pipe/ Carrugated/ Duct Pattis.	Meter	5,600		
D-Total (Services)					0
Net Total Amount (A+B+C+D) Rs.					0



OFC 48 Fiber – 5600M
HDPE 2" – 5000M
GI 2" – 15M
Warning Tape - 4753
Kacha – 4628M
Pacca – 125M
Hand Hole – 20 No
Road Bore – 112M

Laying of 48 Fiber Cable Network for University of Peshawar Zone Wise

LEGEND

DATED
28-06-2018

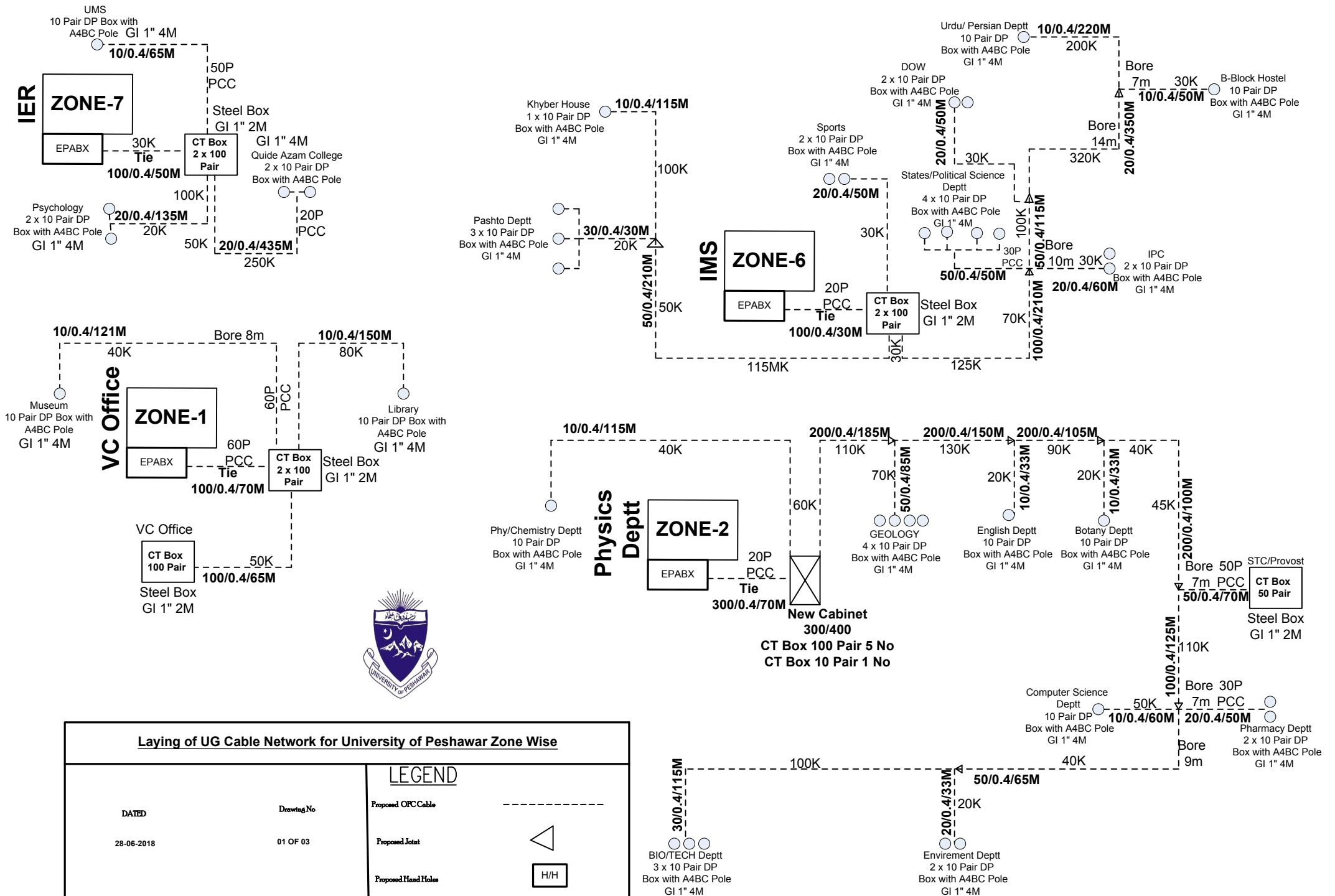
Drawing No
01 OF 01

Proposed OFCCable




Proposed Joints

Proposed Hand Holes







<h2 style="text-align: center; margin: 0;">Laying of UG Cable Network for University of Peshawar Zone Wise</h2>		
<p>DATED</p> <p>28-06-2018</p>	<p>Drawing No</p> <p>02 OF 03</p>	<h3 style="text-align: center; margin: 0;">LEGEND</h3> <div style="display: flex; justify-content: space-between; align-items: flex-start; padding-top: 10px;"> <div style="width: 45%;"> <p>Proposed OFC Cable</p> <p>Proposed Joint</p> <p>Proposed Hand Holes</p> </div> <div style="width: 45%; text-align: center;">    </div> </div>

