PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled and Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services and Goods

- > NAME OF THE ORGANIZATION/DEPTT. National University of Technology, Isb
- FEDERAL / PROVINCIAL GOVT. Federal Government
- > TITLE OF CONTRACT <u>Establishment of NUTECH Railway Engineering</u>

 <u>Technologies & Skills School (NURETSS) at National University of Technology</u>

 (NUTECH), Islamabad
- > TENDER NUMBER 106/PMO/ NURETSS
- ➤ BRIEF DESCRIPTION OF CONTRACT <u>This Contract comprises of construction of</u>
 Library Block at Main Campus NUTECH Isb
- > TENDER VALUE Rs. 380 Million
- ➤ ENGINEER'S ESTIMATE Rs. 437 Million (for civil Works only)
- ➤ ESTIMATED COMPLETION PERIOD 18 Months
- > ADVERTISEMENT:
 - (i) PPRA Website (Federal Agencies) TS532845E dated 21-02-2024 Yes√ / No (If yes give date and PPRA's tender number)
 - (ii) News Papers <u>Daily Jung & Express Tribune dated 21-02-2024</u> Yes√ / No (If yes give names of newspapers and dates)
- > TENDER OPENED ON (DATE & TIME) 16th May 2024 at 1100 hours
- ➤ EXTENSION IN DUE DATE (If any) From 9th To 16th May 2024 Yes ✓ / No

	NUMBER OF TENDER DOCUMENTS SOLD <u>Seven (07)</u>		
>	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes / No (If yes enclose a copy).		
>	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes✓ / No (If yes enclose a copy).		
>	WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)		
	a) (Pre - Qualification) SINGLE STAGE – ONE ENVELOPE PROCEDURE		
	b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. X		
	c) TWO STAGE BIDDING PROCEDURE. x		
	d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. X		
	- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)		
	- WHO IS THE APPROVING AUTHORITY RECTOR (NUTECH)		
>	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR		
	USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N / A		
>	NUMBER OF BIDS RECEIVED One (01)		
>	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No		

> WHETHER INTEGRITY PACT WAS SIGNED Yes ✓ / No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled and Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services & Goods

- > NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS One (01)
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
 M/s The Shelter
 Office No.1, Walyat Plaza, Sector 2,
 Commercial Gulshan Abad Adyala Road Rawlapindi
- ➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID).

Single Responsive Bidder

- NEED ANALYSIS (Why the procurement was necessary?) Procurement was necessary to initiate the construction process of Library Block at Main Campus NUTECH Isb
- ➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe) No extension were made in response time

- ➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes / No
- DATE OF CONTRACT SIGNING 12th June 2024 (Attach a copy of agreement)
- ➤ CONTRACT AWARD PRICE Rs. 380 Million
- ➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes / No Evaluation Report was uploaded on PPRA website (Attach copy of the bid evaluation report)
- ➤ ANY COMPLAINTS RECEIVED Yes / No√ (If yes result thereof)
- ➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN
 IN THE TENDER NOTICE/DOCUMENTS Yes / No√
 (If yes give details)
- ➤ DEVIATION FROM QUALIFICATION CRITERIA Yes / No√ (If yes give details)
- > SPECIAL CONDITIONS, IF Any <u>Yes</u> (Attached) (Give Brief Description)

Awarding Criteria

a) General Experience

Sr. No.	Description	Marks Assigned
a)	Projects of similar nature and complexity Completed in last ten years. No Marks are awarded for works less than specified limits.	15
b)	Projects of similar nature and complexity in-hand during last ten years. No Marks are awarded for works less than specified limits.	10
c)	Electrical works (Particularly HVAC, Transformers, and Lifts, GenSets or similar nature) carried out during last five years by the Sub-Contractor/JV Partner.	5
d)	Enlistment record with Government Organizations & other agencies	5
	Total Marks	35
	Qualifying Marks (70%)	24.5

b) Personnel Capabilities

Sr. No.	Description	Marks Assigned
a)	B.Sc Engineers registered with Pakistan Engineering Council (PEC)	9
b)	Associates Engineers (DAE)	6
	Total Marks	15
	Qualifying Marks (70%)	10.5

c) **Equipment Capability**

Sr. No.	Description	Marks Assigned
1	Batching Plant (30cuM/hr Cap.)	10
2	Concrete Pump	10
3	Hoist Machine (40 feet Tower) (minimum 2 no.s)	10
4	Crane Tower (30 M Boom) (minimum 2 no.s)	10
5	Dumper Trucks (minimum 3 no.s)	10
6	Showel/ Loader/ Backhoe (minimum 1 no)	10
7	Steel cutting & Bending Machine (minimum 1 no)	10
8	Concrete Transit Mixer (6 cuM/hr)	10
9	Concrete Vibrator (minimum 4 no.s)	10
10	Water Bouser (minimum 2 no.s)	10
11	Form Work (100,000 Sft and above)	10
12	Scaffolding (100,000 R/feet and above)	10
	Total Marks	20
	Qualifying Marks (70%)	14

d) Financial Capability

Sr. No.	Description	Marks Assigned	
1	Available Bank Credit Line	5	
2	2 Working Capital in last 3 years		
3	Registration with income tax department	5	
4			
5	5 Litigation History in which Decision has been given against the firm(s)		
6	Copy of Valid electrical license from Sub-Contractor/ JV Partner	5	
	Total Marks Allocated		
	Qualifying Marks (70%)		

BIDDING DATA SHEET

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

Instructions to Bidders Clause Reference

1.1 Name and address of the Employer:

a) Name and Address of Employer is:

Project Management Office (PMO)
National University of Technology (NUTECH)

Kamal Sher Khan Shaheed Road, Sector I-12, Islamabad-44000.

Telephone : 051-5476768, 5476809 Ext: 234, 219

Email : <u>pm.office@nutech.edu.pk</u>
Website : http://nutech.edu.pk

b) Name of the Project:

The Employer intends to develop:

CONSTRUCTION OF LIBRARY BLOCK UNDER PSDP PROJECT TITLED (NUTECH) RAILWAY ENGINEERING TECHNOLOGIES & SKILLS SCHOOL (NURETSS) AT NATIONAL UNIVERSITY OF TECHNOLOGY, ISLAMABAD".

The summary of the project is:-

Construction of Library Block Under PSDP Project Titled (NUTECH) Railway Engineering Technologies & Skills School (NURETSS) at National University of Technology, Islamabad". In all respect with the provision of plant/equipment, labour and material required for execution, completion for providing the same specified in the contract.

2.1 Name of the Source of Financing/Funding Agency:

a) Name of the Borrower/Source of Financing/Funding Agency:

The Employer is funding the project through funds available under PSDP of Government of Pakistan.

3.1 Eliqible Bidders

Eligible / pre-qualified bidders with the Employer having licensed continued registration with Pakistan Engineering Council valid for the year of 2023/2024 with documentary evidence for renewal up-to 2023/2024 with specialization codes.

8.1 Time limit for clarification:

The Employer, will respond to any request for clarification which he receives earlier than 07 days prior to the deadline for submission of bids.

Copies of the Employer's response will be forwarded to all purchasers of the Bid Documents, including a description of the enquiry but without identifying it sources.

10.1 Bid language:

The same language in which the bid documents are written i.e. English Language.

11.1 Documents Accompanying the Bid

- (a) Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder; and
- (b) To update the information indicated and listing in Bidding Data and would include the following for Technical Evaluation:
 - i) Continued Enlistment in the required Category with Pakistan Engineering Council
 - ii) Evidence of access to financial resources along with average construction turnover;
 - iii) Financial predictions for the current year and the two following years including the effect of known commitments;
 - iv) Technical staff which will be held on site;
 - v) Availability of critical equipment; and
 - vi) Work Commitments
- (c) Furnish of technical proposal taking into account the various Appendices to Bids specially the following:

Appendix-E to Bid Proposed Construction Schedule Appendix-F to Bid Method of Performing the Works

Appendix-G to Bid List of Major Equipment

Appendix-K to Bid Organization Chart for Supervisory Staff

11.2 Bids submitted by Joint Venture

Joint Ventures are not allowed for the Project.

13.1 Currency of Bid and Payment

The unit rates and prices shall be quoted by the Bidder entirely in Pak. Rupees. The payment shall be made in Pak Rupees.

13.2. Source of Exchange Rate

This Sub-Clause is deleted in its entirety being "Not Applicable/ Not Used".

14.1. Period of Bid Validity

One hundred & eighteen days (118) days after the deadline for bid submission.

15. Bid Security

- 15.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount of not less than **two** (02) percent in Pak Rupees or an equivalent amount in a freely convertible currency.
- 15.2 The Bid Security, in favor of NUTECH Tendering & Contracts, shall be, at the option of the Bidder, in the form of Deposit at Call or Pay-order or Demand Draft or Banker's Cheque or Bank Guarantee on bid security form provided from a Commercial Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan. No insurance Bond will be Accepted.

16. Alternate Proposals by Bidders

Not Allowed

17.1. Venue, Time and date of Pre-Bid meeting on 7th May 2024 at 1100 hours

18.4. Number of copies of the Bid to be completed and returned

One original and One copy.

19.2 (a) Employer's address for the purpose of Bid Submission

Project Management Office (PMO)
National University of Technology (NUTECH)

Kamal Sher Khan Shaheed Road, Sector I-12, Islamabad-44000.

Telephone : 051-5476768, 5476809 Ext: 234, 219

Email : <u>pm.office@nutech.edu.pk</u>
Website : <u>http://nutech.edu.pk</u>

19.2 (b) Name and number of the Contract

CONSTRUCTION OF LIBRARY BLOCK UNDER PSDP PROJECT TITLED (NUTECH) RAILWAY ENGINEERING TECHNOLOGIES & SKILLS SCHOOL (NURETSS) AT NATIONAL UNIVERSITY OF TECHNOLOGY, ISLAMABAD".

Tender Reference No. 106/PMO/NURETSS/01

19.2 (c) Warning

DO NOT OPEN BEFORE 1130 HOURS ON 16th May 2024

20.1 (a) Deadline for submission of Bids

<u>16th MAY 2024</u> ON <u>**1100**</u> HOURS

23.1. Venue, time, and date of Bid opening

Venue : MCR/FCR NUTECH

National University of Technology (NUTECH) Kamal Sher Khan Shaheed Road, Sector I-12,

Islamabad-44000 (Pakistan).

Time : 1130 hours.

Date : <u>16th May 2024.</u>

26. The Bidder to comply the requirements stipulated in IB.26 specially the eligibility criteria:

- The bidder must be registered with Pakistan Engineering Council in appropriate Category with Specialization Codes.
- The bidder must have valid registration for the year 2023/2024.

30.2 Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding anything contained in the Instruction to Bidders, the Employer also reserves the right to delete any sub-head of the Works or any item(s) prior to award of works without any liability to any of the bidders or any obligation to any of the bidder. In such a case, the obligations of the bidder shall not be altered in any way regarding acceptance, Signing of Contract, Performance of Works and the Rates for other Sub-Heads or Item(s).

32. Performance Security

10 % of contract amount.

33. Signing of Contract Agreement

33.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Contract

Agreement in the form provided in the Bid Documents, incorporating all agreements between the parties.

The Contract Agreement shall be made on stamp paper of appropriate value and all the costs (stamp duty, stamp paper etc.) shall be borne by the Contractor.

SPECIFICATIONS - SPECIAL PROVISIONS

1. DESCRIPTION OF PROJECT

 Construction of Library Block Under PSDP Project Titled (NUTECH) Railway Engineering Technologies & Skills School (NURETSS) at Main Campus of National University of Technology, Islamabad.

1.2. Scope of the project

a) The bidder is expected to visit the site of construction for himself and satisfy himself regarding the sufficiency of his bid. Any space required for dewatering, land fill and clearing of jungle and any work essential for the foundation and stability of the structures built there in shall be done by the contractor which shall be deemed to have been included in the bid amount. No additional or separate payment shall be made to the contractor on any account.

2. THE SITE

2.1. Site of Works

The Site of the Works is the area for construction as shown on the layout plan and designated additional areas adjacent there to as may be designated, after approval of the Employer.

The Employer give possession of the designated area to the contractor, defined as the Site and as shown on the drawing for implementation of works, when the engineers Notice to Commence to given.

3. WORK UNDER THE CONTRACT

3.1. General description

Construction of Library Block Under PSDP Project Titled (NUTECH) Railway Engineering Technologies & Skills School (NURETSS) at National University of Technology, Islamabad in all respect with the provision of plant/equipment, labour and material required for execution, completion for providing the same specified in the Contract.

THE WORKS UNDER THIS CONTRACT AS DEFINED IN BIDDING DATA

4. GENERAL RULES OF SPECIFICATIONS

4.1. Specification or as Specified

"Specification" or "as specified" refers to the specifications outlined in these Documents and where no specifications are available for any work or where the same are found not applicable then the relevant applicable ASTM or BSS specifications or equivalent standards shall apply in the same order.

Any item for which no specifications are outlined but which are identified on drawings, shall be completed according to the standards as per ASTM / BSS, these include items that may be added in the future. The Employer / Engineer may supplement such specifications during the progress of work. All materials and processes used for these items shall be subjected to standard testing and, if found below the pertinent ASTM / BSS standards, shall be removed from the site immediately at Contractor's expense.

4.2. Standards and codes

Wherever referrers is made in the specifications to the respective standards and codes in accordance to which goods and materials are to be furnished, and work is to be performed of

tested this provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract.

4.3. Materials and Processes

All goods and materials to be incorporated in the Works shall be new, unused, of the most recent of current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

4.4. Equivalent Materials, Processes, etc.

Where specific materials, processes, etc. are specified and the same are not available other alternative materials and processes which ensure an equal or higher quality than these specified will be accepted subject to the Employer / Engineer's prior review and written approval. Difference between those specified and the proposed alternatives must be fully described in writing by the Contractor and submitted to the Employer / Engineer at least 30 days prior to the date when the Contractor desires the Employer / Engineer approval who may give such approval after determining that the alternative proposed ensures equal or higher quality.

4.5. Approved, Directed, Instructed

Approved, directed, instructed means the approval, etc. of the Employer / Engineer unless otherwise stated.

4.6. Alternatives

Where alternative materials, processes, etc., are specified the selection will depend on local conditions and discretion rates with the Employer / Engineer whose decision shall be final and binding.

4.7. Catalogues / Standards / Manufacturer's Instructions, etc.

Wherever the manufacturer's / supplier's instruction, manuals, guarantees and ASTM/BSS Standards are referred to in the specifications and details of Bills of Quantities, all such literature shall be submitted by the Contractor to the Employer / Engineer for due checking, approval and record.

4.8. Applicability

Unless stated or specified else-where to the contrary these General Rules shall apply to all sections of work irrespective of their sequence, location and description.

5. DRAWINGS

5.1. Bid Drawings

Bid Drawings issued with the Bid Documents, called the Bid Drawings, show Scope of the Work to be performed by the Contractor. The Drawings are generally in sufficient detail so as to be used as a basis for construction, fabrication and for placing orders for materials subject to corrections based on the future issue of supplementary Drawings as provided under Sub-Clause 5.2 hereof.

5.2. Definition of Term Drawings

The term Drawings as used in the Specifications means the Drawings referred in Clauses 5.1 and 5.2 hereof.

5.3. Checking of Drawings

The Contractor shall check all Drawings carefully as soon as practicable after receipt thereof, and shall promptly notify the Engineer of any errors discovered.

5.4. Copies of Drawings

Drawings will be issued to the Contractor and the Employer as described below.

5.4.1. Bid Drawings

One (1) set each of the Bid Drawings will be issued to the Contractor by the Employer along with Bid Documents. Additional set will be provided at cost of reproduction upon written request of the Contractor.

5.4.2. Construction Drawings / Supplementary Drawings

One (1) print of each Construction Drawings / Supplementary Drawing will be issued to the Contractor. Additional sets will be provided at cost of reproduction upon written request of the Contractor.

5.5. Drawings to be furnished by the Contractor / As-Built Drawings

The Contractor shall submit to the Engineer for review of such drawings as required under the Contract, sufficiently in advance of the work intended to be executed.

The Contractor shall, at all times, keep on Site a separate set of prints on which all significant changes between the work shown on the Drawings and that which is actually constructed, shall be noted neatly, accurately and promptly as the work progresses. The Subcontractor(s) for plumbing, mechanical and electrical shall, at all times, keep on Site, a separate set of prints of the drawings (showing their parts of the Works) on which site significant changes between the work shown on the Drawings and that which to actually constructed, shall be noted neatly, accurately and promptly as the work progresses, such drawings shall show the exact physical location and configuration of the works as actually installed.

The Contractor shall furnish to the Engineer six (6) complete sets of all As-Built Drawings as well as AutoCAD soft copy within thirty (30) days of receipt of drawings stated above, from the Engineer.

5.6. Shop Drawings & Design

The Contractor to prepare and provide detailed shop drawings & design, for all the required items as per the instructions of the Employer/ Engineer and as mentioned in Bidding documents and drawings including but not limited to Architectural, Structural, Road Works, Hard & Soft Landscaping, Electrical, Water Supply, Drainage, ICT or any related electromechanical works apart from Bar-bending schedule, etc. All drawings should be prepared based on rules, regulation and requirements of the concerned departments and should be prepared electronically on latest version of AutoCAD, hard copies alongwith soft copies on CD's shall be submitted for the approval of Engineer as per Nos. required in Scope of Work.

6. SETTING OUT OF WORK AND SURVEY

6.1. Reference Points, Lines

The Contractor shall establish bench marks and / or reference line at the Site in accordance with the instructions of the Engineer. The Contractor shall set out its work from these bench marks and / or lines.

6.2. Verifications

The Engineer shall make checks as the work progress to verify and grades established by the Contractor and to determine the conformance of the work as it progresses with the requirements of the Drawings and Specifications. Such checking by the Engineer shall not relieve the Contractor of his responsibility to perform all work in accordance with the Drawings and Specifications and the lines and grades given therein.

6.3. Survey Instruments

The Contractor shall maintain at the Site the requisite surveying instruments in perfect working conditions for the use of the Engineer's Representative to check levels and lines of the work at all times. These instruments shall include (but not limited to) One Total Station, Adequate nos. of Levels, theodolites, Tapes, etc.

7. APPROVAL OF MATERIALS AND PLANT

7.1. Quality of Materials

All materials, fixtures, fittings, supplies and plant furnished under the Contract shall be new and unused, standard first grade quality and of the best workmanship and design. No inferior or low-grade materials, supplies or articles will be either approved or accepted, and all work of assembly and construction shall be done in a first-class and workmanlike manner. In asking for prices for materials intended for delivery to the Site and incorporation in the Works under any portion of these Specifications, the Contractor shall provide the manufacturer or supplier with complete information as may be necessary to secure compliance to this Clause and, in every case, he shall quote this Clause in full to each such manufacturer or supplier.

7.2. Submission of Samples and Data

As soon as practicable after award of Contract, the Contractor shall submit the approval of the Engineer drawings, catalogues, diagrams and other descriptive data for all mechanical, electrical, architectural and such other materials and plant designated by the Engineer, which the Contractor proposes for use under this Contract. For certain materials and plant, data may be required to be submitted in accordance with a detail from furnished by the Engineer at Contractor's cost for approval sufficiently in advance of the materials intended to be incorporated in the Works.

The Contractor shall submit samples of three (03) different brands, manufacturer or equivalent and higher quality of material / equipment alongwith broachers, technical specification, literature, catalogues and other details in accordance with BOQ and Technical Provisions for vetting / checking / approval by the Engineer.

7.3. Testing

Testing, except as otherwise specified herein, shall be performed by a testing agency as proposed by the Contractor and approved by the Engineer, at no extra cost to the Employer. The Engineer may require all testing to be carried under his supervision only.

The quality control testing shall be performed by the Contractor's competent personnel in accordance with a site testing as approved by the Engineer. The Contractor shall keep a complete record of all quality tests programme performed on Site.

7.4. Testing Laboratory Certificates

The Engineer may accept a certificate from a commercial testing laboratory, satisfactory to him, certifying that the product has been tested within a period acceptable to the Engineer and that it conforms to the requirements of these Specifications.

7.5. Inspection

All material and Plant furnished and all work performed under this Contract will be subject to inspection by the Engineer at all times and in all states of completion both off-Site and on-Site. The Contractor shall furnish promptly without additional charges, all facilities, labour and material reasonably needed for performing such inspection and testing as may be required by the Engineer.

7.6. Approved Sample at Site

The Contractor shall, at all times, keep on the Site approved samples. All such samples shall be made available to the Engineer/ Employer as and when required.

8. CONSTRUCTION SCHEDULE

8.1. Submittals

The programme of Works submitted by the Contractor in accordance with Clauses 14.1 "Programme to be Submitted" of Particular Conditions of Contract - Part-II shall be submitted in the form of a detailed schedule based on a computerized network analysis covering all construction activities indicating critical activities with critical path, resource scheduling for Contractor's Equipment, material and labour, within the period stated in the Appendix A to Bid. All the milestone shall be clearly identified.

8.2. Requirements

The detailed submittal shall consist of schedules, network analysis tabulations and narrative descriptions of the proposed construction programme.

Each summary or detailed schedule shall consist of a bar chart and a time-scaled network. The scheduled start and finish times for all activities on the bar chart shall agree with those on the network. All inter-relationships and inter-dependencies between structures shall be clearly indicated on the schedules.

The network shall show the order and interdependence of activities planned by the Contractor, and shall be time-scaled according to calendar dates.

8.3. Monthly Reports

Each month, the Contractor shall submit a report consisting of:

- Copies of the bar charts for the current phase with both actual progress and scheduled progress shown.
- Network analysis tabulations as in Sub-Clause 8.3 above, reflecting actual start and finish dates where applicable.
- A narrative report discussing any significant deviations from the schedule and, if necessary, explaining the steps proposed to be taken to maintain the approved schedule.

The Engineer shall not be bound to issue an Interim Payment Certificate if the Contractor has not submitted the Monthly Progress Reports and such information as shall be mutually agreed in writing between the Employer and the Contractor.

9. NOT USED

10. SITE OFFICE AND TEMPORARY FACILITIES PROVIDED BY THE CONTRACTOR

10.1. Contractor's Office, Facilities etc.

The Contractor shall establish and maintain the Site Office. The Contractor shall provide all facilities in connection with the execution, completion, of the Works, remedying defects therein

and maintenance of the utilities services. The facilities shall, not be limited to, the Contractor's Site Office, labour camps, workyard and storage areas, temporary water supply, waste water disposal, temporary electricity, medical unit, temporary roads, fire protection and firefighting equipment etc.

The Contractor shall be solely responsible for arranging the facilities. The Contractor shall arrange his labour camp, work yard, storage area and site office within the area available at the Site.

10.2. Notice Board

The Contractor shall erect and maintain at the Site in a location to be approved by the Engineer 3 Sign Boards 4.45M height and 2 M wide for writing the names of Work, names of Employer, name of Consultants, names of Contractor and Project Cost on both side. The notice board shall comprise of the following;

- Frame of 3" dia G.I Pipes properly painted as per the direction of the Consultants/ Engineer and as per drawing.
- 2 Nos. Posts of 3" dia G.I. Pipes 4.45M above ground and 1M below ground embedded in 1:2:4 CC 2'x2'x4' with proper arrangements of anchorage and brasses. Pipes painted with anti-rust as directed by the Engineer.
- 4 Nos. Steel Sheets 0.6M high and 2M wide fixed on both sides with 50mm gap between each. The background of plates is of white color whereas the writing would be black or red color (as approved by the Engineer).
- White imported 3M sheet used as background. The color of monogram would be, green, red or black etc., (as approved by the Engineer).
- Alphabets of appropriate size as approved by the Engineer in 3M reflective sheet in blue/ black, color.

Further details of Notice Board are given in the Bidding Drawings Set.

The Contractor shall maintain the display of the notice boards at his own cost throughout the length of the project.

10.3. Engineer's Office

The Contractor shall provide, operate and maintain the facilities as per Appendix H within 2 weeks of the Engineer's Order to Commence the Works for the Engineer: -

In case of non-provision of above facilities, the Employer / Engineer shall deduct from any money due / becoming due to the Contractor by the Employer appropriate amount till these facilities are provided satisfactorily to the Engineer.

Cost of all above facilities are deemed to be included in the Contract Price and no additional payment shall be made by the Employer to the Contractor under any circumstances.

11. SAFETY

11.1. Accident Prevention, Protective Equipment

The Contractor shall comply and enforce compliance by all his Subcontractors with the highest standards of safety and accident prevention in compliance with all applicable laws, ordinance and statutory provisions. Where overhead work is being carried out, warning sings shall be installed at ground level clearly warning of the overhead work.

All warning sings shall be in two languages, English and Urdu, and shall at all times be maintained in a clean and legible condition, to the satisfaction of the Engineer. Trash shall be removed at frequent intervals to the satisfaction of the Engineer.

The protective equipment's etc. would not be provided by the Contractor, Employer will deduct the sufficient amount from the monthly IPC of Contractor.

12. PAYMENT FOR WORK REQUIRED BY SPECIAL PROVISIONS

Unless otherwise specifically stated in the Contract, the price of all work required by the Special Provisions shall be considered to be included in the Contract Price.

- **13.** The Bidder Rates shall be inclusive of all lead and lift.
- 14. The Contractor's rates shall include all incidental charges in connection with the work such as the cost of removing trees, shrubs, grass, etc., which interfere with the execution of the work as well as the cost of Natural Ground Compaction (NGC) which will be carried out by the Contractor up to the satisfaction of the Engineer prior to the earthwork.
- 15. Materials obtained from excavations will be the property of the Employer. Serviceable materials are to be stacked in places pointed out by Engineer. The Contractor undertaking to have the site clean and free from rubbish to the satisfaction of the Engineer. All surplus material, rubbish, etc., will be removed to places to be fixed by the Engineer and nothing extra will be paid for this.
- On completion of the work or earlier as directed by the Engineer, the Contractor shall remove all temporary structure (Godowns, site offices, etc.), erected by him at site of work. He shall fill tanks dug out by him at site, remove all debris and other materials like surplus sand, stone ballast, rubbish, etc.; and in short, shall leave the site in a neat and tidy condition.
- 17. The contractors in the course of their works should understand that all material (e.g., stone and other materials) obtained in the work or dismantling, excavation, etc., will be considered as Employer's property and issued to the contractors (if they require the same for their own use) at rates approved by the Engineer. If the materials are not required by them, they will be disposed of in the interest of Employer.
- **18.** The Contractor shall inspect the site of works and acquaint himself the nature, quantum and requirements of the work, facilities of access for materials, removal of rubbish, cost of carriage, nature of strata, etc., before submitting his Bid.
- 19. The Contractor shall have to make temporary approach roads, etc., at his own cost to facilitate movement of materials, such approach roads shall be aligned in a manner approved by the Engineer.
- 20. The Contractor shall have to make proper arrangements for road crossing barriers during working hours in the day time as well as in the night when danger lights will have to be provided on either ends at his own cost and no extra cost will be paid. Sufficient barricades and red lights will be provided by the Contractor where required to avoid the chances of accidents. In case an accident occurs for failure on the part of the Contractor, he shall be entirely responsible for the consequences.
- 21. The Contractor shall have to make arrangements for diversions for traffic wherever necessary and shall have to provide diversion and caution boards as per directions of the Engineer at his own cost for which no extra cost will be paid. The diversion shall be watered and consolidated as per directions of the Engineer.
- **22.** No material shall be removed from project premises from the site without the written permission of the Engineer.

23. Dewatering including shoring wherever so required for any foundation area, pumping, bailing out water, drainage of water within plot areas if any shall be deemed to have been included in the rates quoted by the bidders and no extra payment will be made.

The rates shall be deemed inclusive of such incidental charges.

- 24. The Contractor shall execute all works at their own cost for diversion of water away from the plot as per site requirements to have full satisfaction of Engineer and no additional payment will be made on this account.
- 25. The Engineer, subject to approval of the Employer, reserves the right to select all materials and type, grade, heating capacity and quantity of proportion of any or all materials as required for a particular work. The decision of Employer in this respect shall be final and binding on the Contractor. The rejects on materials must be carted at his own cost. If the rejected materials are not removed within one month of its rejection the materials will become the property of the Employer or will be removed at Contractors cost.

26. ATTENDANCE OF MEETINGS

The Contractor shall attend and shall cause his Sub-Contractors to attend any or all meetings when called by the Employer or the Engineer or his Representative to discuss progress of the work and other matters related to the work and the Contract, without any compensation from the Employer.

- a) The Contractor shall bear all expenses of the Employer and his agents and representatives and the Engineer, his agents and representatives if requested by the Contractor for any meetings, instructions and approvals away from the Site.
- b) The proceedings of the meetings shall be recorded by the Engineer which shall be circulated to all the participants including those of the Contractor. All decisions taken in the meeting shall be binding on the Contractor and shall form part of the Contract.

27. DOCUMENTS NOT TO BE ALTERED OR MUTILATED

No alternation or mutilation (other than filling in all the blanks intended to be filled in) shall be made in the form of Bid or in any of the documents attached to it. Any comments which it is desired to make shall not be placed on any of the documents attached hereto, but shall take the form of a separate statement which shall be as brief as possible and referenced to items, clauses and pages of the annexed documents.

Such statements shall not qualify the acceptance of the Bid based upon a proposed change or changes in the annexed documents, nor shall be binding upon the Employer in any way in making the award. Alternations of already written prices must be signed in the place of alternation by the Bidder or his legally authorized representative.

28. PERSONAL LIABILITY OF PUBLIC OFFICIALS OR ENGINEER

In carrying out any of the provisions of these specifications, or in exercising any power of authority granted to them by or within scope of the Contract, there shall be no liability upon the Employer or his authorized representatives or the Engineer or his authorized representatives their personally or in their official capacity, it being understood that in all matters they act solely as agents and representatives of the Employer.

29. FIRST AID FACILITIES

The Contractor shall provide and maintain adequate First Aid Facilities at all times, convenient to the Site to the approval of the Employer.

30. FINAL HAND-OVER

At the end of the Period of Maintenance stipulated in the Contract, the Employer on application of the Contractor, shall decide the members of the final hand over committee and announce the same to the Contractor. The committee, after inspection of Work, if satisfied that there are no deficiencies or defects due to work of the Contractor shall certify the final hand-over, and the Employer will then issue a final Certificate of Completion of Work within thirty (30) calendar days thereafter.

31. EMPLOYER AND ENGINEER NOT PERSONALLY LIABLE

No member or officer of the Government or the Employer or the Employer's Representative or the Engineer or his representatives or any one of their respective staffs or their employees shall be in anyway personally bound or liable for the acts or obligations of the contractor under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein, contained.

32. SITE ORDER BOOK

The Contractor shall maintain Site Order Book (of triplicate leaves) at the Site, for taking down instructions of the Engineer and/ or the Employers, without any obligation and charges to the Employer / Engineer.

33. BAR BENDING SCHEDULES

The Contractor shall be responsible for the preparation of all bar being schedules at his own cost which shall be based on structural drawings supplied by the Engineer and shall get them approved before the actual execution of work.

34. REPORT ON PROGRESS OF WORK AND PHOTOGRAPHS

The Contractor shall, during the execution of the work, submit to the Employer (3 copies) and Engineer (2 copies) so as to reach them on weekly basis of the every calendar month, a report on the actual progress of the works attained by him during the preceding month fully supported with color photographs of (5" x 7") size, at least 15, depicting the complete stages of the works. Each photograph should properly pasted on A-4 size paper, indicating the location and other relevant information of the area photographed. The report will be submitted on the standard format to be supplied later on. In case the Supervision Engineer are different from the Design Engineer, one copy each of photographs should be sent to both the Engineer.

The set of photographs for the Design Engineer should be submitted with respective negatives.

The Engineer shall not be bound to issue an Interim Payment Certificate if the Contractor has not submitted the Progress Report as per the requirement of 1st Paragraph of this Clause and such information as shall be mutually agreed in writing between the Employer and the Contractor.

35. OBTAINING OF NOC FROM THE CONCERNED AUTHORITIES

The Contractor shall have to acquire prior NOC from concern authorities prior to start/ execution of work. Without taking NOC the Contractor will be responsible for any mishap, damage to the properties and etc.

The entire activity can only be carried out in presence of concern authorities' representative after issuance of NOC.

EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency:

National University of Technology (NUTECH),

Islamabad

2. Method of Procurement:

Pre-Qualification of Constructors

3. Title of Procurement:

Establishment of NUTECH Railway Engineering

Technologies & Skills School (NURETSS) at National

University of Technology (NUTECH), Islamabad -

Construction of Library Block

4. Tender Inquiry No.:

106/PMO/NURETSS

5. PPRA Ref. No. (TSE):

TS532845E

6. Closing date of submission:

Details of Evaluation:

16th May, 2024 till 1100 hours.

Criteria for Evaluation:

As per PEC Standard Pre-Qualification document

Financially Bids of Qualified firms were opened on the

specified Date & time. Detail is mentioned below:

Ser	Name of Firm	Amount of Bid Security (Rs.)	Quoted Amount (Rs.)	Remarks
1.	M/s The Shelter	7,797,780/-	389,889,000/-	Single Responsive Bid is accepted as per PPRA Rule 38 (B)(1) – 2021 (Amended up to date)

NUTECH

Recommended Bidder:

M/s The Shelters.

Signature:

8.

Official Stamp:

Director PMC



First Party : HABIBI ULLAH [34101-7098468-3]

Second Party : NATIONAL UNIVERSITY OF TECHNOLOGY NUTECH [10000-0000000-0]

Agent : HABIB ULLAH [34101-7098468-3]

Stamp Duty Paid by : NATION & CANVELLA KASCAL HOLERAL BURGLOOO0000-0]

Issue Date : 12-Jun-2024, 02:17:43 PM

PATTS OF CONTRACT RESERVED (hereinafter called the "Agreement") made on the Amount in Words of Jone Ten Thousand Rupees Only National University of Technology (NUTECH), Ministry of Science and Technology, Government of Pakistan, IJP Road, Sector I-12, Islamabad, (hereafter called "the Employer" which expression shall include the successors, legal representatives and permitted assignees) of the one part and M/s The Shelter, Office # 01 Walayat plaza, Sector 2 Commercial Gulshan Abad Adyala Road, Rawalpindi, (hereafter called "the Contractor" which expression shall include the successors, legal representatives and permitted assignees) of the other part.

WHEREAS the Employer is desirous that certain Works, viz Construction of Library Block Under PSDP Project Titled NUTECH Railway Engineering Technologies & Skills School (NURETSS) at NUTECH, Islamabad should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnesseth as follows:

- In this Agreement words and expressions shall have the same meanings as are 1. respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents after incorporating addenda, if any, except those parts relating 2. to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
 - The Contract Agreement; (i)
 - The Letter of Acceptance No. 106/PMO/NURETSS/01 Dated 11th June, 2024; (ii)
 - The Bid; (c)
 - Special Stipulations (Appendix-A to Bid); (d)
 - The Particular Conditions of Contract Part II; (e)
 - The General Conditions Part I; (f)
 - Special Provisions; (g)
 - The Appendices to Bid (B to M), (excluding Appendix-D to Bid);

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