STOTING DOG STUARNIDAAKADSEKORAAN LOOF BAADDDIRKESTOKOKETUAN BRADE POR CONTRACTOR TREOXCURIOMINICOF WORKS 6) (Continued is (Stand)) mandamente d'univers likelé. A million les Rislés) initial form

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Eids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

- 1. Instructions to Bidders & Bidding Data
- 2. Form of Bid & Schedules to Bid
- 3. Conditions of Contract & Contract Data
- 4. Standard Forms
- 5. Specifications
- 6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Centract Data
- (vi) Specifications
- (vii) Drawings, if any

The Frocuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The 'Notice Inviting Tender' is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

- 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
- The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
- 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
- 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E. Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Enginter/Procuring Agency before issuance of Bidding Documents.

- 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
- Procuring Agency should insert required experience in IB.11.2.
- 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
- Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Spec men of Schedules to Bid including format of Schedule of Prices are provided in this docu nent. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
- 2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

- 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
- The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
- 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
- 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: 09-06-2014
Bid Reference No.: PD/HP/HDA/ 2014

- 1. The Procuring Agency, Hyderabad Development Authority, Hyderabad, invites scaled bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualification is done for specific scheme/project) with the Procuring pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, Construction of 60 ft wide Link Road 18 ft black top from 200 ft wide Road to Agency for the Works, Construction of 60 ft wide Link Road 18 ft black top from 200 ft wide Road to Sector 02, Gulshan e Sarmast Housing Scheme, H.D.A. Hyderabad, single stage, one envelope Rs.33.574 Million, which
- will be completed in Six months.

 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refur dable fee of Rupees 3000/- (Three Thousand). Bidders may non-refur dable fee of Rupees 3000/- (Three Thousand). Agency, acquire the Bidding Documents from the Office of the Procuring Agency, acquire the Bidding Documents from the Office of the Procuring Agency, at Level tive Engineer HPCD-11, H.D.A, First Floor, H.D.A Building, phase-1 Qasimabad, Hyderabad.
- 3. All bids must be accompanied by a Bid Security in the amount of Rs. 700000/- Seven (Ref. 1).

 (Rupees Ten Lac) or XXX percentage of bid price in the form of (pay order, call @ Deposit / demand draft / bank guarantee) and must be delivered to Executive Engineer HPCD-11, H.D.A, First Floor, H.D.A Building, phase-1 Qasimabad, Hyderabad, at or before 12 30 pm hours, cn 30-06-2014. Bids will be opened at 1:00pm hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

[Note: 1. Procuring Agency to enter the requisite information in blank spaces.

2. The bid shall be opened within one hour after the deadline for submission of bids.]

PH:9240288

NO:EE/HPCD-II/HDA/EC/ Hyderabad dated:

NOTICE INVITING TENDERS.

The sealed tenders on standard bidding documents, SPPRA, are invited in accordance with SPPRA rules 2010, as under:

s.NO	NAME OF WORK:	ESTD: COST IN MILLION	EARNEST MONEY	COMPLETION TIME	TENDER FEE
1.	Construction of 200.0ft" wide road from airport road to water pond towards Gulistan-e-	48.55	Rs.1000000/-	(06) Month	Rs.3000/-
2.	Sarn ast Housing Scheme. Construction of 60ft" wide road lin road 18.0ft" wide black top from 200.0ft" wide road to Sector-02, Gulistan-e-Sarmast Housing Scheme H.D.A Hyderabad	33.574	Rs.700000/-	(06) Month	Rs.3000/-
3.	Construction of 150.0ft" wide road R-150-1B and 150-01D, at Gul stan-e-Sarmast Housing Scheme H.D.A		Rs.800000/-/-	(06) Month	Rs.3000/

TERM S AND CONDITIONS OF THE TENDER.

- The blank contract documents can be obtained from the office of undersigned on written request and can also be down loaded from SPPRA web site on payment of fee at the time of submission of tender as shown against each in shape of pay order of any schedule bank.
- Registration certificate from Pakistan Engineering Council in appropriate 2. category to the value of each work for the year: 2014.
- National Tax number. 3.
- Company profile.
- List of works of similar nature and size for each completed in last 3/5 years with 4. documentary evidence along with satisfactory completion certificate of works 5. from employer and details of ongoing works of similar nature with copies of letter of award of works
- Details of machinery and equipment are available for execution of work with 6. owner ship documentary evidence.
- Qualification and experience of technical personnel and key site management 7.
- Bank statement of last 3 years showing the credit limit. 8.
- The instructions to bidder, bidding data, conditions of contract, contract data 9. mentioned in SBD are applicable
- Affidavit regarding not indulged in litigations and abandoned any works. 10.
- Affidavit that the firm is not black listed in past by any procurement agency.
- Affidavit that the given information, documents and data is absolutely true and 11. 12.
- The tender will be issued from the 1st date of publication upto 30.06.2014, at 12.00 Noon from the office of undersigned situated at 1st floor HDA, Building 13. Qasimabad, and received back at 12.30 P.M and will be opened on the same day and place at 1.00 P.M in presence of contractor or either authorized agents who will be present at the time of opening.
- The tender must accompany call deposit demand draft or pay order of any scheduled bank of Pakistan of the amount shown against each work duly pledged 14 in favour of undersigned.
- In case of undesirable circumstances on submission / opening date and time or if Government declares Holiday the tender shall be submitted Jopened on the next 15. working day at the same time & venue.

The procurement agency reserve the right to reject any for all tenders subject to 16. provision of SPPRA rules 2010.

> EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters go verning the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the Conditions of Contract and/or Contract Data.

The Contents of NIT enclosed and clauses of SBD, applies.

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INSTRUCTIONS TO BIDDERS

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

GENERAL

Scope of Bid & Source of Funds [B.1

Scope of Bid 1.1

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

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

Source of Funds 1.2

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial /Do sor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

Eligible Bidders **IB.2**

- Bidding is open to all firms and persons meeting the following requirements: 2.1
 - duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works. a)

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required).

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-:)
 - (i)
 - works of similar nature and size for each performed in last 3/5 years; company profile; (ii)
 - construction equipments; (iii)
 - qualification and experience of technical personnel and key site (iv) management;

- financial statement of last 3 years; (x)
- information regarding litigations and abandoned works if any. (vi)

Cost of Bidding **IB.3**

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

BIDDING DOCUMENTS В.

Contents of Bidding Documents **IB.4**

- In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with Sub-Clause 4.1 IB.6.1.
 - 1. Ir structions to Bidders & Bidding Data
 - 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - Schedule A: Schedule of Prices/Bill of Quantities (BoQ).
 - Schedule B: Specific Works Data ()(ii)
 - Schedule C: Works to be Performed by Subcontractors
 - Schedule D: Proposed Programme of Works (iii) (iv)
 - Schedule E: Method of Performing Works +v)
 - Schedule F: Integrity Pact (works costing Rs 10 million and above) (vi)
 - 3. Conditions of Contract & Contract Data
 - 4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii)Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
 - 5. Specifications
 - Drawings, if any

- A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- An interested bidder, who has obtained bidding documents, may request for clarification 5.2

of contents of bidding documents in writing and procuring agency shall respond to such quarries n writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

Amendment of Bidding Documents (SPP Rules 22(2) & 22). **IB.6**

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

PREPARATION OF BIDS C.

Language of Bid **1B.7**

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

Documents Comprising the Bid **IB.8**

- The Bid submitted by the bidder shall comprise the following: 8.1
 - (a)
 - Form of Bid duly filled, signed and sealed, in accordance with IB.14.3. Offer /Covering Letter
 - Schedules (A to F) to Bid duly filled and initialed, in accordance with the (b) instructions contained therein & in accordance with IB.14.3. (c)
 - Bid Security furnished in accordance with IB.13.
 - Power of Attorney in accordance with IB 14.5. (d)
 - Documentary evidence in accordance with IB.2(c) & IB.11 (e)
 - Documentary evidence in accordance with IB.12. (f) **(**;;**)**

IB.9

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of Sufficiency of Bid his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise 9.1 expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

The bidder is advised to obtain for himself at his own cost and responsibility all informat on that may be necessary for preparing the bid and entering into a Contract for 9.2 execution of the Works.

1B.10 Bid Prices, Currency of Bid and Payment

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

- Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a 13.1 Scheduked Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty (ight (28) days beyond the bid validity date (Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring 13.2 Agency as non-responsive.
- The bid securities of unsuccessful bidders will be returned upon award of contract to the success ful bidder or on the expiry of validity of Bid Security whichever is earlier. 13.3
- The B'd Security of the successful bidder will be returned when the bidder has furnished the recuired Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.4
- The Bid Security may be forfeited: 13.5
 - if a bidder withdraws his bid during the period of bid validity; or (a)
 - if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause (b)
 - in the case of a successful bidder, if he fails within the specified time limit to: (c)
 - furnish the required Performance Security or (i)
 - sign the Contract Agreement. (ii)

IB.14 Val dity of Bids, Format, Signing and Submission of Bid

- Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid 14.1 opening.
- In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may 14.2 re use the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to er tend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
 - All Schedules to Bid are to be properly completed and signed.
 - No alteration is to be made in the Form of Bid except in filling up the blanks as directed. 14.3 If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGIN AL" and "COPY" as appropriate. In the event of discrepancy between them, the 14.5 original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney 14.6 authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
 - The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data. 14.7

D. SUBMISSION OF BID

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

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data not la er than the time and date stipulated therein. 15.1
- The inner and outer envelopes shall 15.2
 - be addressed to the Procuring Agency at the address provided in the Bidding Data; (a)
 - bear the name and identification number of the Contract as defined in the Bidding (b)
 - provide a warning not to open before the specified time and date for Bid opening (c)
 - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in (d)
 - If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid. (e)
 - Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
 - Any bid received by the Procuring Agency after the deadline for submission prescribed in 15.3 Bidding Data will be returned unopened to such bidder. 15.4
 - Any bidder may modify or withdraw his bid after bid submission provided that the rr odification or written notice of withdrawal is received by the Procuring Agency prior to 15.5 the deadline for submission of bids.
 - Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in 15.6 orfeiture of the Bid Security pursuant to IB.13.5 (a).

BID OPENING AND EVALUATION E.

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

- The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data. 16.1
- The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will 16.2 record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
 - Any Bi 1 Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
 - To ass st in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance 16.3 of the Bid shall be sought, offered or permitted (SPP Rule 43).
 - Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially (a) 16.4 responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - Arithmetical errors will be rectified on the following basis: (b)

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

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

- A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity. 16.5
- Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, 16.6

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Majer (material) Deviations include:-

- (i)
- is not accompanied by the bid security of required amount and manner; has been not properly signed;
- st pulating price adjustment when fixed price bids were called for; (ii) (iii)
- failing to comply with Mile-stones/Critical dates provided in Bidding Documents; failing to respond to specifications; (iv)
- sub-contracting contrary to the Conditions of Contract specified in Bidding (v) (vi)
- refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage; (vii)
- aking exception to critical provisions such as applicable law, taxes and duties and (viii) dispute resolution procedures;
- a material deviation or reservation is one: (ix)
- (a) which affect in any substantial way the scope, quality or performance of the
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be 16.7 compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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

16.8

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

making any correction for arithmetic errors pursuant to IB.16.4 hereof. :i)

- discount, if any, offered by the bidders as also read out and recorded at the time of (ii)
- excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively. (iii)

IB.17 Process to be Confidential

- Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
 - Any elfort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any b dder feeling aggrieved, may lodge a written complaint to Complaint Redressal 17.2 Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
 - Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a w ongful gain or to cause a wrongful loss to another party;
 - (ii) "Collusive Practice" means any arrangement between two or more parties to the procuremer t process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
 - (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other
 - (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, benefit or to avoid an obligation; persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to
 - materiall/impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

AWARD OF CONTRACT F.

IB.18. Post Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or 18.1 manager al competence whether already pre-qualified or not:

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

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

1B.19 Award Criteria & Procuring Agency's Right

- Subject to 1B.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has o fered the lowest evaluated Bid Price, provided that such bidder has been determined 19.1 to be qualified to satisfactory perform the Contract in accordance with the provisions of the 113.18.
- Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Con:ract, without thereby incurring any liability to the affected bidders or any obligation 19.2 to it form the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

B.20 Notification of Award & Signing of Contract Agreement

- Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—I etter of Acceptance) 20.1that his bid has been accepted (SPP Rule 49).
- Vithin seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all 20.2 greements between the parties.
- The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.30% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract 20.3 Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

- The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen 21.1 (14) days after the receipt of Letter of Acceptance (SPP 39).
- Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of 21.2
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish or the website of the authority and on its own website, if such a website exists, the results of the b dding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
- (2) Form of Co stract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents The following specific data for the works to be tendered 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

Name of Procuring Agency 1.1

Hyderabad Development Authority.

(Insert name of the Procuring Agency)

Brief Description of Works

Construction of 60 ft wide Link Road 18 ft black top from 200 ft wide Road to Sector (12, Guishan e Sarmast Housing Scheme, H.D.A. Hyderabad.

Community Center, Thandi Sarak Hyderabad. Ph. 022920709 Procuring Agency's address: (a) 5.1

(Insert address of the Procuring Agency with telex/fax)

- (b)
- Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II H.D.A, First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad.

(Insert name and address of the Engineer, if any, with telex/fux.)

- Bid (hall be quoted entirely in Pak, Rupees, The payment shall be made in Pak, Rupees, 10.3
- The pidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (Insert required capabilities and documents) 11.2

i, Financial capacity: (must have turnover of Rs. 100 Million);

- ii. Technical capacity:- Registration with PEC to the extend of value of work having qualified engineers registered with PEC with experience in execution atleast a five years of similar nature of work and skilled site
- iii. Construction Capacity:- One Road Roller 12~14 ton, one V.V.100, one Grader, three dumper/ trucks, one water bouser, one Loader, one concrate mixer, two bitumen boiler, one dozer and one excavator.

12.1	(a) (b)	A detailed description of the Works, essential technical and performance characteristics. Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will required in accordance with Schedule B to Bid, specific Works Data. This will required in accordance with Schedule B to Bid, specific Works Data. This will require the but not be limited to a sufficient number of drawings, photographs, include but not be limited to a sufficient number of drawings, photographs, include but not be limited to a sufficient number of drawings as is necessary to illustrate catalogues, illustrations and such other information as is necessary to illustrate catalogues, illustrations and such other information as general construction dimensions and other relevant information about the works to be performed.
13.1	Rs.¶	John of Bid Security State John 196 John 19
	(Fil	I in It mp sum amount or in % age of bid amount /estimated cost. but not below 1%
		d not exceeding 5%)
14.) Pe Si	eriod of Bid Validity xty days after opening of bid.
		Fill in "number of days" not exceeding 90)
. 14	1.4 N	Number of Copies of the Bid to be submitted:
	(One original plusone copies.
)	4.6	(a) Procuring Agency's Address for the Purpose of Bid Submission Executive Engineer, HPCD-II H.D.A, First Floor, H.D.A Building, phase-1 Qasimabad, Hyderabad. (insert postal address or location of bid box for delivery by hand)
••	15.1	Deadline for Submission of Bids
		Time: _12:30 PM on _30-06-2014
-	16.1	Venue, Time, and Date of Bid Opening Venue: First Floor, H.D.A Building, phase-1 Qasimabad,
-	16.4	H/derabad. T me:1:00 pmDate: 30-06-2014 Responsiveness of Bids (i) Bid is valid till required period.

- *(ii) B d prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits.
- (iv) Fidder is eligible to Bid and possesses the requisite experience, capability and cualification.
- (v) 3id does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- *Procuring agency can adopt either of two options. (Fixed Price contract)
 - (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
 - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)

2014 Dated, 09-06-2014 Bid Reference No. .: PD/HP/HDA/ Construction of 60 ft wide Link Road 18 ft black top from 200 ft wide Road to Sector 02, Gulshan e Sarmast Housing Scheme, H.D.A. Hyderabad (Name of Works)

To:

Execut ve Engineer, HPCD-II H.D.A, First Floor, H.D.A Building, phase-1 Qasimabad, Hyderabad.

H.D.A B	uilding, phase-1 Qasimabad, Hyderabad.
Gentlemen,	Post Instructions to Bidders,
١.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, for the execution of the above-name of and we, the undersigned, being a company doing business under the name of and
	we, the undersigned, being and being address and being
	duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the complete such works and remedy any defects therein in conformity with the complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of said Documents including Addenda thereto for the Total Bid Price of said Documents including Addenda thereto for the Total Bid Price of said Documents in accordance with the said Documents.
2.	We understand that all the Schedules attached hereto form part of this Bid.
3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
٠٠.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in
5	fixed for receiving shows the expiration of that periods
	6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding together between us.
	7. We undertake, if our Bid is accepted, to execute the Performance Security
	7. We undertains

- referred to in Conditions of Contract for the due performance of the Contract.
- 8. We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

the Works.			20		
Dated this	_day of		, 20		
sigraturein the capacity of	duly	authorized	to sign bid	for and on b	ehalf of
(Name of Bidder in Block (Capitals)			(Seal)	
Address					
Witness:					
(Signature)			-		
Name:					
Name:Address:					

ISCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE - A TO BID

SCHEDULE OF PRICES

	<u>P3</u>	age No.
<u>Sr. No.</u>		
	Preamble to Schedule of Prices	24
1. 2.	Schedule of Prices	26
	*(a) Summary of Bid Prices * (b) Detailed Schedule of Prices /Bill of C	Quantities (BOQ)

^{* [}To be prepared by the Engineer/Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES

General 1.

- The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications 1.1 and Drawings, if any.
- The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works. 1.2

Description 2.

The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be 2.1 made before entering prices against each item in the Schedule of Prices.

Units & Abbreviations 3.

Abbreviations expressed in the
Inits of measurement, symbols and abbreviations expressed in the lidding Documents shall comply with the Systeme Internationale d' Jnites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

Rates and Prices 4.

- Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full 4.1 inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
 - Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment 4.2 during the performance of the Contract.
 - All duties, taxes and other levies payable by the Contractor shall be 4.3 included in the rates and prices.
 - The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where 4.4

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid (a) 4.5
 - The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. *(b)

*(Procuring Agency may modify as appropriate)

The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the 4.6 Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

Bid Prices 5.

5.1

The various elements of Bid Prices shall be quoted as detailed by the Break-up of Bid Prices Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

Provisional Sums and Day work 6.

- Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only 6.1 receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in 6.2 that way.

SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
<u> </u>	(A) Building Work	
	Civil works Internal sanitary and water supply	
	Electrification NA	
	External Development works Miscellaneous Items	
	(B) Road Work.	
 	Earthwork Stone metal & Surface Treatment Culverts Miscellaneous Items	
	(C) Public Health Engineering Works.	
1. 2. 3.	Earthwork Subsurface Drains Pipe Laying and Man holes NA	
4. 5. 6.	Tube wells, Pump houses Compound wall Miscellaneous Items	
	· 	
	Total Bid Price (The amount to be entered in Paragraph (In words).	1 of the Form of Bid)

SCHEDULE OF PRICES

tem No.	Description	Quantity	Unit Rates	Rs) Total Amount (R	s)
-	I. (Civil works) Earthwork Stone metal & Surface Treatment Culverts				
	Miscellaneous Items 11.Internal sanitary and water supply.				
1. 2. 3.	NA				
1.	II. Electrification.				
2. 3.	NA IV. External Developmen	11			
1 2. 3.	works.				
: 1. : 2.	V. Miscellaneous Items				
· 3.	NA		:		
:	G of Pid P	rice)			
i A	otal (to be carried to Summary of Bid Pi .ld! Deduct the percentage quoted abov hedule of Rates.	re/below on the	prices of items	based on Composite	

Sindh Public Procurement Regulatory Authority (www.pprasindh.gov.pk

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

Seperate Sheet Attatched

*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

NAME OF WORK :

SCHEDULE 'B'

CONSTRUCTION OF 60-0' WIDE LINK ROAD 18-0' WIDE BLACK TOP FROM 200-0' WIDE ROAD TO SECTOR -02 GULISTAN-E-SARMAST HOUSING

N _I	ltem	Qty.	Rate	Unit	Amount
No.	Cleaing and grubbing the site by cutting uprooting and removing				
•	all rubbis 1 and shrubs i/c disposal to (out side limits) designated				
	place.		05.05	%Sft	37857
		390000	97.07	70 5 10	57057
2	Compaction of Natural Ground upto a depth of 20cm (8" inch)				
	below the natural ground level compacted upto 90% density				
	modified AASHTO.	126000	177.56	%Sft	22372
_	Earth work embankment from barrow pits i/c laying in 6" layers				
3	clod breaking ramming dressing complete lead upto 100ft lift lift				
	upto 5ft: in ordinary soil.				
	95% Compaction			0/00	32913
	7570 Co. 1410	37800	870.70 870.70	%Cft %Cft	471745
		541800	870.70	/0CH	,,,,,
4	Earth work compaction by sheep foot roller and power roller with				
	optimum moisture content				
	95% Compaction	37800	3975.35	%oCft	15026
	85% Compaction	541800	1445.58	%oCft	7832
5	Preparing sub-grade i/c earth excavation or filling to an average				
	depth of 9" dressing to camber and consolidation with power				
	roller.	50000	526.28	%Sft	4168
	and the state of the	79200	520.20	/63tt	1100
6	Earth work excavation in gravelly soil undressed and using the				
	excavated soil in road embankment.	34000	6201.25	%oCft	2108
	Excavation in hard rock requiring blasting but blasting prohibited	2.0			
7					
	and disposal of excavated material upto 100ft. Lead i/c dressing				
	and leveling to designed section etc complete	- =0 0 0 0	25027	p :C14)	44091
		170000	25936	‱Cft	1-((1-)
8	Preparing sub-base course by supplying and spreading stone metal				
	11.2" to 2" guage of approved quality in required thickness to				
	proper tamber and guage i/c hand packing filling voids with 20 cft of pit / rannal sand having plasticity index not more than 6% of				
	suitable quality watering and compacting to achieve 98-100%				
	density as per modified specification (rate i/c all cost of material				
	T&P and carriage upto lead 28 Miles				
	-				
		00741.70	6654.43	%Cft	5372
		80741.70	0004.40	7 O.C. 1 C	

1 1 1		Preparing base course i/c supplying and spreading metal of approved quality properly grade to mix: 1 ½" and required thickness to proper camber and guage i/c supplying and spreading 15 Cft: screening and non plastic quarry fine filling depression with stone metal after initial rolling i/c watering and compacting the same so as to achive 100% density as per modified AASHO specification (rate i/c all cost of material T&P and carriage upto				
	•	site of work)	60255.00	7455.06	%Cfi	4492046
_	10	Laying brick on end edging i/c supplying of 9"x4"3" 1st class burnt bricks excavation for laying edging with small size parallel to the road (rate i/c all cost of material T&P and carriage upto site				
		of work)	13390.00	2771.64	%Rft	371123
<u>.</u>	11	Providing surface dressing 1st coat on new or existing surface with 40lbs bitumen and 5.0 Cft of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)	120510.00	2007.19	%Sft	2418865
	12	Providing surface dressing 2nd coat on new or existing surface with 25tbs bitumen and 3.50Cft; of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)	120510.00	1283.42	%Sft	1546649
_	13	Providing surface dressing 3RD coat on new or existing surface with 18 lbs bitumen and 1.50Cft; of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)		881.7	%Sft	1062537
	14	Earth work for berm from barrow pits in all type of soil i/c laying in 6" thick layers clod breaking dressing etc complete upto 100ft; lead lift upto 5ft; (in ordinary soil)	143659.97	870.70	%.Cft	1250847
	15	Add Di Terence Cost of Bitumen				
-	13		44.65	3265	Ton Total:	145793 28279895
·		% ab of Ra	iove / below ate	Composit		

Executive Engineer
Housing Project Constt: Division -II
H.D.A Hyderabad

1tem Wa		
Exeavation in foundation of building bridges and othe structure i/c Exeavation in foundation of building bridges and othe structure i/c gbelling dressing refilling around structure with excavted earth gbelling dressing read upto 5ft.	5064 3176.25 %Sft	1 60845
gbelling dressing lead upto 5ft.	300 1	
2 Excavation in hard rock requiring blassing 100ft. Lead i/c dressing	9900 25936 %oCft	228237
and disposal of escavated and leveling to designed section etc complete	8800	
	5464 11288.75 %Cft	616817
3 Cement concrete plain Ratio 1:4:8	1235.36 14429.25 %Cft	178253
Ratio 1:2:4 RCC work i/c all labour and material except the cost of steel and separately. This rate i/c all kind of forms, moulds, lift the paid separately. This rate i/c all kind of forms are stable.	reel will fting e (i/c beam	
be paid separately. This fate with the exposed structured shuttering, or ring, rendering and finishing the exposed structured shuttering, or ring, rendering and finishing the exposed structured shuttering, or ring, rendering and finishing the exposed structured shuttering, or ring, rendering and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and washing of shingle (a) RCC work in roof slab is screening and scr	itu of	649736
per-cost aid in position easy. [(uncoused)]	6300 19025.05 %Cft	1198578
Ratio 1:4	e correct 8 cement	
section vital manager and arms	28350	2185351
three ch mis 150 Time 76-70	traing with	
wall b are testing with water to are	384 1147.00 Rft	440448
P-17. (-1B) 30° Uia	Total	5658266
-	% above / below Composit Schedule	
_	of Rate	

dy. N. French

		Qty.	Rate	Unit	Amount
S.No.	l tem		1		
	Part - C				
1	Fabrication of mild steel reinforcement for cement concrete isc				
	cutting bending laying in position making joints and fastening i-c				
	cost of binding wire, i/c removal of rust from bars.				
	COST OF DINGUIS AND ST	86.07	5001.70	Cwt _	430501 430501
	% at of R		v Composit S	chedule	,
			4	W. W	1/

Executive Engineer
Hensing Project Constt: Division -II
EDA Hyderabad

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bi-lder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted Name and address of Sub-Contractors Statement of similar works previously executed. (attach evidence)



Note:

- * The Procuring Agency should decide whether to allow subcontracting or not.
 In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:
- No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
- The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

METHOD OF PERFORMING WORKS

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

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

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

-2014 2014. Dated Contract No. EE/HPCD-II/HDA/ Contract Value: Rs. Contract Title: Construction of 60 ft wide Link Road 18 ft black top from 200 ft wide Road to Sector 02, Gulshan e Sarmast Housing Scheme, H.D.A., Hyderabad, [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice. Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto. accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA. Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

Executive Engineer, HPCD-II, H.D.A [Procuring Agency]

[Contractor]

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.1.6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1. .8 "Day" means a calendar day
- "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

11.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 'Materials' means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1 19 'Works' means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemics, within the Country;
- rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

Valuation of Variations 10.2

Variations shall be valued as follows:

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

Changes in the Quantities. 10.3

- If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds I percent of the Initial Contract Price, the Procuring a) Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with b) the prior approval of the Procuring Agency.
- If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities. c)

Early Warning 10.4

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

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

Valuation of Claims 10.5

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

Variation and Claim Procedure 10.6

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

CONTRACT PRICE AND PAYMENT 11.

Terms of Payments (a) 11.1

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

Valuation of the Works (b)

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

Monthly Statements 11.2

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

- the value of the Works executed less to the cumulative amount paid a)
- value of secured advance on the materials and valuation of variations (if b) any).

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

Interim Payments 11.3

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

Retention 11.4

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

Final Payment 11.5

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

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

Currency 11.6

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

DEFAULT 12.

Defaults by Contractor 12.1

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

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

Defaults by Procuring Agency 12.2

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

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

Insolvency 12.3

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

Payment upon Termination 12.4

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

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

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

RISKS AND RESPONSIBILITIES 13.

Contractor's Care of the Works 13...

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

of the Works from the Commencement Date until the date of the Procuring Agency's/Engineer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Procuring Agency. If any loss or damage rappens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

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

Force Majeure 13.2

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

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

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

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

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

INSURANCE 14.

Arrangements 14.1

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

14.2

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Procuring Agency may, without prejudice to any other right or

remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

RESOLUTION OF DISPUTES 15.

Engineer's Decision 15.1

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

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

Notice of Dissatisfaction 15.2

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

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

Arbitration 15.3

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

INTEGRITY PACT 16

- If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as 16.1 Schedule-F to his Bid, then the Procuring Agency shall be entitled to:
 - recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

 - recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

170000 118 - 5	
Sub-Clauses of Conditions of Contract 1.1.3 Procuring Agency's Drawings, if any (To be listed by the Procuring Agency)	
1.1.4 The Procuring Agency means Hydera and Development Authority	
1.1.5 The Contractor means A Company, Firm or person who undertake to execute the work.	
1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.	
180 days	
1.1.9 Time for Completion180_ days	
(The time for completion of the whole of the	
Promiting Agency	
1.1.20 Engineer (mention the name along with the designation including whether he	
1 1 20 Engineer (mention the name along with the details	
1.1.20 Engineer (mention the name along with the belongs to department or consultant) and other details belongs to department or consultant) and other details Mr. Mohd Sharif Gill, Executive Engineer, HPCD-H H.D.A, First Floor, H.D.A Building, phase the Undergland.	·1
Strate City Executive Engineer, HPCD-H H.D.A, Phat Planty	
Mr. Moho Sharit Gin, 224	
Qasima and, Hyderabad.	
Qasima 38d, Hyderabas. 1.3 Documents forming the Contract listed in the order of priority:	
The Contract Agreement	
A acentance	
The completed Politi of Bio	
` ` Caroot 11919	
(d) Contract Data (e) Conditions of Contract (e) Conditions of Contract Bid including Schedule of Prices	
The completed Schedules to State	
The Drawings, II all	
(g) The Drawing (h) The Specifications	
(i)	
(i)	
S7	
Germ part of	

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

	Dusui	sion of Site: On the Commencement Date
2.1	Provi	rized person: Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II, H.D.A
3.1	Autho	rabad.
3.2		-abad. and address of Engineer's/Procuring Agency's representative blood Sharif Gill, Executive Engineer, HPCD-11, H.D.A.
4.4	Perf	ormance Security:
	Amo	ount_Rs.1500000/- (Fifteen Lac only)
		and days after completion of work.
	(E ₀	sm: As provided under Standard Forms of these Documents
<i>,</i> 1	Rec	uirements for Contractor's design (in any)
5.1	Spt	cification Clause No'sNA
7.2	Pr	ugramme:
	Ti	one for submission: Within fourteen (14) days* of the Commencement Date. (Par Chart/CPM/PERT or other)
7.4	٨	pount payable due to failure to complete shan be size
1		4 1 April of All Citionies
	ſ	(0%) of sum stated in the Letter of Acceptance Usually the liquidated damages are set between 0.05 percent and 0.10 percent per
	ò	lay.)
7.	5 E	Carly Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus on case of earlier completion of the Work, the Contractor is entitled to be paid bonus on case of earlier completion of the work, the Contract of the relevant limit and rate of liquidated up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated up-to-limit and rate of liquidated up-to-liquidated up-to-
		Period for remedying defects
Ç),1	90 days
	10.2	(e) Variation procedures:
		Day work rates(details)
		S.D. Junofits
	11.1	Terms of Payments
		Mobilization Advance NA
		(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the Works costing Rs.2.5 million or above on following conditions:

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

OR

2) Secured Advance on Materials

- The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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

Recovery of Secured Advance: (b)

- Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than (i) three months (even if unutilized); other conditions.
- As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous (ii) bill, equivalent to the quantities of materials used by the contractor on items of work shown as executed in part 1 of the bill.
- Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative (c) amount certified previously.
 - The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed. (i)
 - value of secured advance on the materials and valuation of variations (ii)(if any).
 - Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate (iii) in the light of later information.
 - Retention money and other advances are to be recovered from the bill submitted by contractor. (v)

Valuation of the Works: *(a) 11.2

Valuation of the	
(details), or	
i) Lump sum price(details), or	(details), or
ii) Lump sum price with schedules of rates iii) Lump sum price with bill of quantities	(details), or
-i-o with hill of quantities	
iii) Lump sum price with our quantities in the iv) Re-measurement with estimated/bid quantities in the research our process of the control of	he Schedule of
A De measurement with estimated ord space	
Prices or on premium above or below quoted on	the rates
prices or on premium above of action	
mentioned in CSR(details), or	and .
Mentioner.	
v) Cost reimbursableNA(details)	

11.3	Perce	ntage of retention*: (5%) EISM-8/				
11.6	Curr	ency of payment: Pak. Rupees				
14.1	Proguring Agency may decide, keeping in view the nature and					
	Type of cover The Works					
	Am	ount of cover				
	The	e sum stated in the Letter of Acceptance plus fifteen percent (15%)				
		pe of cover				
	Co	entractor's Equipment:				
		mount of cover				
	Fu	ill replacement cost				
'! y	pe of c	bird Party-injury to persons and damage to property				
	 (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).				
		Workers:				
		Other cover*:				
		(In each case name of insured is Contractor and Procuring Agency)				
	14.2	Amount to be recovered Premium plus percent (
	15.3	Arbitration** Place of Arbitration: PD Housing Mazenine Floor Civic Center, Hyderabad.				
		to epacify as appropriate)				
	* (P	rocuring Agency to specify de 11.				
	** (It has to be in the Province of Sindh)				

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No				(Dank Outlines)
Name of Guarantor (Scheduled Bank in Pakistan) with address: Sum of Sc curity (express in words and figures): Bid Refer ence No. Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the: Agency') in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for submitted the accompanying Bid numbered and dated as above for hat the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (ii) sign the proposed Contract Agreement, in accordance with Sub-Clause 18-21.4 of Instructions to Bidders, or				Guarantee No
Name of Guarantor (Scheduled Bank in Pakistan) with address: Name of Principal (Bidder) with address: Sum of Sc curity (express in words and figures): Bid Reference No. Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound the request of the said Principal, we the Guarantor above-named are held and firmly bound the request of the said Principal, we the Guarantor above-named are held and firmly bound the request of the said Principal, we the Guarantor above-named are held and firmly bound the request of the said Principal, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for [Particulars of Bid) to the said Procuring Agency; and WHELEAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause 1B-21.1 of Instructions to Bidders, or				
address: Name of Principal (Bidder) with address: Sum of Security (express in words and figures): Bid Reference No. Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the requist of the said Principal, we the Guarantor above-named are held and firmly bond the requist of the said Principal, we the Guarantor above-named are held and firmly bond the requist of the said Principal, we the Guarantor above-named are held and firmly bond unto the Agency' in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for submitted the accompanying Bid numbered and dated as above for Agency, and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 18-21.1 of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause 18-21.1 of Instructions to Bidders, or	(Letter by t	he Guarai	ntor to th	e Procuring Agency)
address: Name of Principal (Bidder) with address: Sum of Security (express in words and figures): Bid Reference No. Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the requist of the said Principal, we the Guarantor above-named are held and firmly bond the requist of the said Principal, we the Guarantor above-named are held and firmly bond the requist of the said Principal, we the Guarantor above-named are held and firmly bond unto the Agency' in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for submitted the accompanying Bid numbered and dated as above for Agency, and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 18-21.1 of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause 18-21.1 of Instructions to Bidders, or	Name of G	uarantor	(Schedul	ed Bank in Pakistan) with
Sum of Security (express in words and figures): Bid Reference No. Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the heavy of the said Principal, we the Guarantor above-named are held and firmly bound the required above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for submitted the accompanying (Particulars of Bid) to the said Procuring Agency; and WHELEAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or	11			
Sum of Security (express in words and figures): Bid Reference No. Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the requist of the said Principal, we the Guarantor above-named are held and firmly bound unto the Agency') in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or	Name of r	meipar (
Bid Reference No				
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound (hereinafter called The "Procuring (hereinafter called The "Procuring (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, Agency") in the sum stated above, for the payment of which sum well and truly to be made, Agency by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procuring Agency; and WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or	Sum of Se	curity (e)	kpress in	Words and
know. All Men By These Presents, that in purchase called The "Procuring unto the Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The Condition of This obligation is Such, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for submitted the accompanying Bid numbered and dated as above for Agency; and Whethers, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or the Principal does not accept the correction of his Bid Price, pursuant to Subclause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Subclause 1B-21.1 of Instructions to Bidders, or	figures):_	. 		Date of Bid
know all men by these presents, that in particular above-named are held and firmly bound the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the Agency') in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, we bind ourselves, jointly and severally, agency, jointly and severally, and successors, jointly and severally, we bind ourselves and successors, jointly and severally, and severally, and successors, jointly and severally, we be made, and successors, jointly and severally, in accordance with Subclause 16.4 (b) of lustructions to Bidders, or (i) furnish the required Performance Security, in accordance with Subclause 18-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Subcreat 18.20.2 & 20.3 of Instructions to Bidders,	Did Refer	ence No.		Bid and at
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procuring Agency; and WHELEAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under: (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or Clause 16.4 (b) of Instructions to Bidders, or (b) the Principal does not accept the correction of his Bid Price, pursuant to SubClause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with SubClause 18-21.1 of Instructions to Bidders, or	the requiunto the Agency' we hind) in the s	sand 11.	ed above, for the payment of which sum well and truly to be made, sirs, executors, administrators and successors, jointly and severally,
that the Principal remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Sub-	firmly to THE C submit	ONDITION the	ON OF	THIS OBLIGATION IS SUCH, that whereas the Principal has mpanying Bid numbered and dated as above for (Particulars of Bid) to the said Procuring
that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Sub-	about th	e Princi)μι ιω.,	
that the Bid Security shall remain valid for a period of twelly orgethe period of validity of the bid; (2) that in the event of; (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Sub-	condi	tioned as	under:	6 manty eight (28) days beyond
 (a) the Principal withdraws his Bid during the period of validity of Bid, or (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or (ii) sign the proposed Contract Agreement, in accordance with Sub- 		that the	Bid Sec	nutt) 0-
(b) the Principal does not accept the correct Clause 16.4 (b) of Instructions to Bidders, or (c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub- Clause IB-21.1 of Instructions to Bidders, or Clause IB-21.2 of Instructions to Bidders, in accordance with Sub- (ii) sign the proposed Contract Agreement, in accordance with Sub- (iii) sign the proposed Contract Agreement, in accordance with Sub-	(2)	that in	the event	t of,
(c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub- Clause IB-21.1 of Instructions to Bidders, or Clause IB-21.2 of Contract Agreement, in accordance with Sub- sign the proposed Contract Agreement, in accordance with Sub- 18-20.2 & 20.3 of Instructions to Bidders,	(- /		the Prin	cipal withdraws his Bid during the period of various
(c) failure of the successful bidder to (i) furnish the required Performance Security, in accordance with Sub- Clause IB-21.1 of Instructions to Bidders, or Clause IB-20.2 & 20.3 of Instructions to Bidders,		(b)	Clause	16.4 (b) of Bisher
Clause IB-21.1 of interpretation of the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the proposed Contract Agreement, in accordance with Swering Sign the Proposed Contract Agreement, in accordance with Swering Sign the Proposed Contract Agreement, in accordance with Swering Sign the Proposed Contract Agreement, in accordance with Swering Sign the Proposed Contract Agreement (Swering Sign the Proposed Contract A		(c)	failure	of the successful bidder to
			(i)	Clause IB-21.1 of mount
			(ii)	

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency sufficient surety, as may be required, upon the form prescribed to the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-twithdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such and without requiring the Procuring Agency to prove or to show grounds or reasons for such addressed to the Guarantor at its address given above.

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

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

govem ng body.	Guarantor (Bank)
	1. Signature
Witne 35:	2 Name
1.	3. Title
Corporate Secretary (Seal)	
2	(Saal)
(Name, Title & Address)	— Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

ζ-	
	Guarantee No Executed on Expiry Date
(Letter by the Guarantor to the Procuring Agency) Name of Guarantor (Scheduled Bank in Pakistan) address:	with
Name of Frincipal (Contractor) with	
Penal Sum of Security (express in words and figures)	Dated
Procuring Agency) in the penal sum of the sum well and truly to be made to the executors, administrators and successors, join THE CONDITION OF THIS OBLIGATION accepted the Procuring Agency's above	that in pursuance of the terms of the ce (hereinafter called the Documents) and at the ce (hereinafter called the hereinafter called the
(Nar	tractor) shall well and truly perform and fulfill all additions of the said Documents during the original asions thereof that may be granted by the Procuring transcript, which notice is, hereby, waived and shall arantor, which notice is, hereby, and conditions o

terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

Ve,	(the Guarantor), waiving an expension of the bly and independently guarantee to pay to the buring Agency's first written demand without cocuring Agency to prove or to show grounds out to the amount stated above, against the state of the top perform the
PROVIDED ALSO THAT the Procuring A deciding whether the Principal (Contractor) Contract or has defaulted in fulfilling said of objection any sum or sums up to the amount s Procuring Agency forthwith and without any r	gency shall be the sole and final judge for has duly performed his obligations under the oligations and the Guarantor shall pay without stated above upon first written demand from the reference to the Principal or any other person. The Guarantor has executed this Instrument under and corporate seal of the Guarantor being hereto undersigned representative, pursuant to authority
	Guarantor (Bank)
Witness:	1. Signature
l	1. Signature
	1. Signature
l	 Signature Name Title
l	1. Signature
Corporate Secretary (Seal) 2.	 Signature Name Title
Corporate Secretary (Seal) 2.	 Signature Name Title

FORM OF CONTRACT AGREEMENT

HIS CONTRACT AGREEMENT (hereinatter cated the lay of			
	bic Agreement witnesseth as follows:		
1.	In this Agreement words and expressions shall have the same meanings as are		
2.	The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construct as part of this Agreement, viz:		
	(a) The Letter of Acceptance; (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data; (d) The priced Schedule of Prices/Bill of quantities (BoQ); (e) The Specifications; and (f) The Drawings		
3.	In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.		
4.	The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.		

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

	Signature of the Procuring Agency	
Signature of the Contactor	(Seal)	
(Seal)		
E.		
Signed, Sealed and Delivered in the presence of:		
	M Famore:	
Witness:	Witness:	
	(Name, Title and Address)	
(Name, Title and Address)	(Name, Trite and Alexander)	

MOBILIZATION ADVANCE GUARANTEE

	Gu	arantee N			
	ī	Executed (on		
tter by the Guarantor to the Procuring Agency)				(herein	after
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		(Particula	ars of	Contract),	with
(herein	after called	the Contra	actor).		
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AND WHEREAS the Procuring Agency ha	is asked the nce of his of	: Contract bligations	or to under	furnish Gua the said Cor	rantee to ntract.
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This Guarantee shall come into force as soon as account of the Contractor.	
This Guarantee shall expire not later thanby which date we must have received any contelefax. It is understood that you will return this Guarantee total amount to be claimed hereunder.	claims by registered letter, telegram, telex or rantee to us on expiry or after settlement of the Guarantor (Scheduled Bank)
Witness: Corporate Secretary (Seal)	 Signature Name Title
(Name, Title & Address)	Corporate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

INDENTURE FOR SECURED ADVANCES.
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That the materials detailed in the said Running Account Bill (B) which have been

Offered to anc accepted by (he Government as security for the said amount are absolutely by the Contracto's own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims what soever to any materials in respect of which an advance has been made to him as aforesaid.

That the said materials detailed in the said Running Account Bill (B) and all other

Materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the

- That the Contractor shall make at his own cost all necessary and adequate the terms of the said agreement. arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
 - Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer
 - That the said amount shall be payable in full when or before the Contractor authorized by him in that behalf receiv >s payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT intermediate payments are made to the contractor on account of work done then on the occas on of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said mate ials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.
 - That if the Contractor shall at any time make any default in the pe formance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the date or repayment and with all costs, charges, damages and expenses incurred by the date or repayment and with all costs, charges, damages and expenses incurred by the date or repayment of this security or otherwise by reason of the default of the Contractor and any moneys so becoming due and otherwise by reason of the default of the Contractor to the Government and the Contractor payable shall constitute a debt due from the Contractor to the Government and the same respectively to it hereby coven into and agrees with the Government to repay and the same respectively to it accordingly.

Onc: therewith the Government may at any time thereafter adopt all or any of following courses as it may deem best;

- Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the accordance with the said agreement and at the rates thereby provided agreement on balance is against the Contractor he is to pay the same to the Government on demand.
 - (a) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

their respective hands and seals the day and first above written.

Signett, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness ? nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications nust be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to the incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for

Samples of specifications from similar to previous procurements are useful in this respect. otherwise in the contract. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

*DRAWINGS

* (Note:

The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).

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INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be acided by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bidders such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

- 1. Instructions to Bidders & Bidding Data
- 2. Form of Bid & Schedules to Bid
- 3. Conditions of Contract & Contract Data
- 4. Standard Forms
- 5. Specifications
- 6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

- (i) Bidding Data
- (i i) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the newspapers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The Procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The notice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids — not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

- 1. The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
- The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
- 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
- 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

E Bidding Data

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- 1. Contents of IB.10.3 may be retained or modified by the Procuring Agency.
- 2. Procuring Agency should insert required experience in IB.11.2.
- 3. Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as per Procuring Agency's requirements.
- 4. Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency in accordance with its requirements.

F. Schedules to Bid

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

G. Conditions of Contract

The procuring agency while preparing Contract Data, shall ensure that no Clause of Conditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- 1. Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the Contract, in Sub-Clause 1.3 of the Contract Data.
- 2. The Procuring Agency's Representative, if any, shall exercise powers of the Procuring Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

- 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
- 4. The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
- 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
- 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: <u>09-06-2014</u>
Bid Reference No.: PD/HP/HDA/ 2014

- 1. The Procuring Agency, Hyderabad Development Authority, Hyderabad, invites sealed bids fro n interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, Construction of 200 ft wide Road from Airport Road to Water pond towards Gulshan e Sarmast Housing Scheme, H.D.A. Hyderabad, single stage, one envelope Rs.48.55 Million, which will be completed in Six months.
- 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 3000/- (Three Thousand). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at Executive Engineer HPCD-II, H.D.A, First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad.
- 3. All bids must be accompanied by a Bid Security in the amount of Rs. 1600000/- Ten (ac (Rupees Titem Lac) or XXX percentage of bid price in the form of (pay order, call @ Deposit / demand draft / bank guarantee) and must be delivered to Executive Engineer HPCD-II, H.D.A, First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad. at or before 12:30 pm hours, on 30-06-2014. Bids will be opened at 1:00pm hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indic ate the address if it differs].

[Note 1. Procuring Agency to enter the requisite information in blank spaces.

2. The bid shall be opened within one hour after the deadline for submission of bids.]

PH:9240288

NO:EE/HPCD-II/HDA/EC/ Hyderabad dated:

NOTICE INVITING TENDERS.

The sealed tenders on standard bidding documents, SPPRA, are invited in accordance with SPPRA rules 2010, as under:

s.no	NAMIL OF WORK:	ESTD: COST IN MILLION	EARNEST MONEY	COMPLETION TIME	TENDER FEE
1.	Construction of 200.0ft" wide road from airport road to water pond towards Gulistan-e-Samust Housing Scheme.	48.55	Rs.1000000/-	(06) Month	Rs.3000/-
2.	Construction of 60ft" wide road lin read 18.0ft" wide black top from 200.0ft" wide road to Sector-02, Gulistan-e-Sarmast Housing Scheme H.D.A	33.574	Rs.700000/-	(06) Month	Rs.3000/-
3.	Hyderabad Construction of 150.0ft" wide road R-150-1B and 150-01D, at Gulistan-e-Sarmast Housing Scheme H.D.A		Rs.800000/-/-	(06) Month	Rs.3000/

TERM S AND CONDITIONS OF THE TENDER.

- The blank contract documents can be obtained from the office of undersigned on written request and can also be down loaded from SPPRA web site on payment of fee at the time of submission of tender as shown against each in shape of pay order of any schedule bank.
- Registration certificate from Pakistan Engineering Council in appropriate category to the value of each work for the year: 2014. 2.
- National Tax number. 3.
- List of works of similar nature and size for each completed in last 3/5 years with 4. documentary evidence along with satisfactory completion certificate of works 5. from employer and details of ongoing works of similar nature with copies of letter of award of works
- Details of machinery and equipment are available for execution of work with 6. owner ship documentary evidence.
- Qualification and experience of technical personnel and key site management 7.
- Bank statement of last 3 years showing the credit limit. 8.
- The instructions to bidder, bidding data, conditions of contract, contract data 9. mentioned in SBD are applicable
- Affidavit regarding not indulged in litigations and abandoned any works. 10.
- Affidavit that the firm is not black listed in past by any procurement agency.
- Affidavit that the given information, documents and data is absolutely true and 11. 12.
- The tender will be issued from the 1^{st} date of publication upto 30.06.2014, at 12.00Noon from the office of undersigned situated at 1st floor HDA, Building 13. Qasimabad, and received back at 12.30 P.M and will be opened on the same day and place at 1.00 P.M in presence of contractor or either authorized agents who will be present at the time of opening.
- The tender must accompany call deposit demand draft or pay order of any scheduled bank of Pakistan of the amount shown against each work duly pledged 14 in favour of undersigned.
- In case of undesirable circumstances on submission / opening date and time or if Government declares Holiday the tender shall be submitted opened on the next 15. working day at the same time & venue.
- The procurement agency reserve the right to reject any for all tenders subject to 16. provision of SPPRA rules 2010.

EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the Conditions of Contract and/or Contract Data.

The Contents of NIT enclosed and clauses of SBD, applies.

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INSTRUCTIONS TO BIDDERS

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

GENERAL

Scope of Bid & Source of Funds **IB.1**

Scope of Bid 1.1

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as "the Works").

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

Source of Funds 1.2

The Procuring Agency has arranged funds from its own sources or Federal/Provincial /Donor agency or any other source, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

Eligible Bidders **IB.2**

- Bidding is open to all firms and persons meeting the following requirements: 2.1
 - duly licensed by the Pakistan Engineering Council (PEC) in the appropriate a) category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required). **b**)

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- if prequalification has not undertaken, the procuring agency may ask information c) and documents not limited to following:
 - company profile; (i)
 - works of similar nature and size for each performed in last 3/5 years; (ii)
 - construction equipments; (iii)
 - qualification and experience of technical personnel and key site (iv) management;

- financial statement of last 3 years; (v)
- information regarding litigations and abandoned works if any. (vi)

Cost of Bidding IB.3

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

BIDDING DOCUMENTS B.

Contents of Bidding Documents IB.4

- In addition to Invitation for Bids, the Bidding Documents are those stated below, and 4.1 should be read in conjunction with any Addendum issued in accordance with Sub-Clause IB.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - Schedule A: Schedule of Prices/ Bill of Quantities (BoQ). (i)
 - Schedule B: Specific Works Data (ii)
 - Schedule C: Works to be Performed by Subcontractors (iii)
 - Schedule D: Proposed Programme of Works (iv)
 - Schedule E: Method of Performing Works (v)
 - Schedule F: Integrity Pact (works costing Rs 10 million and above) (vi)
 - 3. Conditions of Contract & Contract Data
 - 4. Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii)Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
 - 5. Specifications
 - 6. Drawings, if any

Clarification of Bidding Documents

- A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/ Procuring Agency's address indicated in the Bidding Data.
- An interested bidder, who has obtained bidding documents, may request for clarification 5.2

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

Amendment of Bidding Documents (SPP Rules 22(2) & 22). **IB.6**

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

PREPARATION OF BIDS C.

Language of Bid **IB.7**

;

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

Documents Comprising the Bid IB.8

- The Bid submitted by the bidder shall comprise the following: 8.1
 - Offer /Covering Letter (a)
 - Form of Bid duly filled, signed and sealed, in accordance with IB.14.3. (b)
 - Schedules (A to F) to Bid duly filled and initialed, in accordance with the (c) instructions contained therein & in accordance with IB.14.3.
 - Bid Security furnished in accordance with IB.13. (d)
 - Power of Attorney in accordance with IB 14.5. (e)
 - Documentary evidence in accordance with IB.2(c) & IB.11 (f)
 - Documentary evidence in accordance with IB.12. **(g**)

Sufficiency of Bid **IB.9**

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the 9.1 Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twen y eight (28) days beyond the bid validity date (Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
 - (a) if a bidder withdraws his bid during the period of bid validity; or
 - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) sign the Contract Agreement.

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

- 14.1 Bicis shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 A 1 Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

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

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
 - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - (e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.
- 15.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 15.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

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

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

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

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other bidders.

(A). Major (material) Deviations include:-

- has been not properly signed; (i)
- is not accompanied by the bid security of required amount and manner; (ii)
- stipulating price adjustment when fixed price bids were called for; (iii)
- failing to respond to specifications; (iv)
- failing to comply with Mile-stones/Critical dates provided in Bidding Documents; (v)
- sub-contracting contrary to the Conditions of Contract specified in Bidding (vi) Documents;
- refusing to bear important responsibilities and liabilities allocated in the Bidding (vii) Documents, such as performance guarantees and insurance coverage;
- taking exception to critical provisions such as applicable law, taxes and duties and (viii) dispute resolution procedures;
- a material deviation or reservation is one: (ix)
 - (a) which affect in any substantial way the scope, quality or performance of the works;
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

(B) Minor Deviations

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

The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements 16.7 given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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

Evaluated Bid Price 16.8

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

making any correction for arithmetic errors pursuant to IB.16.4 hereof. (i)

- (ii) discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- (iii) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of
- evidence naterial to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

IB.18. Post Qualification

18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

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

IB.19 Award Criteria & Procuring Agency's Right

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Cor tract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bid-ler who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance[]) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly s amped at rate of **0.30%** of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

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IB.21 Performance Security

- The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen (14) cays after the receipt of Letter of Acceptance (SPP 39).
- 21.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rulo 89).

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered 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

Name of Procuring Agency 1.1

Hyderabad Development Authority.

(Insert name of the Procuring Agency)

Brief Description of Works

Construction of 200 ft wide Road from Airport Road to Water pond towards Gulshan e Sarmast Housing Scheme, H.D.A. Hyderabad,

Procuring Agency's address: Community Center, Thandi Sarak Hyderabad. Ph. 022920709 (a) 5.1

(Insert address of the Procuring Agency with telex/fax)

- Engineer's address: Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II H.D.A, First Floor, (b) H.D.A Building, phase-I Qasimabad, Hyderabad. (Insert name and address of the Engineer, if any, with telex/fax.)
- Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 10.3
- The bidder has the financial, technical and constructional capability necessary to perform the Contract as follows: (Insert required capabilities and documents) 11.2

i. I inancial capacity: (must have turnover of Rs. 100 Million); ii. Technical capacity:- Registration with PEC to the extend of value of work having qualified engineers registered with PEC with experience in execution atleast a five years of similar nature of work and skilled site stoff having experience of similar work atleast three years.

iii Construction Capacity:- One Road Roller 12~14 ton, one V.V.100, one Grader, three dumper/ trucks, or e water bouser, one Loader, one concrate mixer, two bitumen boiler, one dozer and one excavator.



12.1	(a)	A detailed description of the Works, essential technical and performance characteristics.
	(b)	Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs,

other relevant information about the works to be performed.

catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and

13.1	Amount of Bid Security
15.1	Rs.1900000/- (Rupees Effect Lac only).
	(Fil in lump sum amount or in % age of bid amount /estimated cost, but not below 1%
	and not exceeding 5%)
14.1	Period of Bid Validity Sixty days after opening of bid.
	(Fi'l in "number of days" not exceeding 90)
14.4	Number of Copies of the Bid to be submitted:
	Or e original plusone copies.
14.6	(a) Procuring Agency's Address for the Purpose of Bid Submission
	Executive Engineer, HPCD-11 H.D.A, First Floor, H.D.A Building, phase-1 Qasimabad, Hyderabad.
	insert postal address or location of bid box for delivery by hand)
	enido

Deadline for Submission of Bids 15.1

Time: _12:30 PM on _30-06-2014_____.

Venue, Time, and Date of Bid Opening 16.1

> Venue: First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad. _Date: 30-06-2014

Time: ____1:00 pm_

16.4 Responsiveness of Bids

Bid is valid till required period,

- *(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- *Procuring agency can adopt either of two options. (Fixed Price contract)
 - (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
 - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)

2014 Dated, 09-06-2014 Bid Reference No. .: PD/HP/HDA/ Construction of 200 ft wide Road from Airport Road to Water pond towards Gulshan e Sarmast Housing Scheme, H.D.A. . Hyderabad,

(Name of Works)

To:

Executive Engineer, HPCD-II H.D.A, First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad.

Gentleme 1,	
1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address and being
	duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Said Documents including Addenda thereto for the Total Bid Price of Said Documents of Said Documents.
2.	We understand that all the Schedules attached hereto form part of this Bid.
3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5.	We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6.	Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7.	We undertake, if our Bid is accepted, to execute the Performance Security

referred to in Conditions of Contract for the due performance of the Contract.

- 3. We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works

Dated this	_day of		, 20		
Signature					
in the capacity of	duly	authorized	to sign bio	d for and on	behalf of
(Name of Bidder in Block C	apitals)			(Seal)	
Address					
	<u> </u>				
Witness:					
(Signature)					
Name:Address:					

[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.	<u>P</u>	age No.
1.	Preamble to Schedule of Prices	24
2.	Schedule of Prices	26
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Q	uantities (BOQ)

^{* [}To be prepared by the Engineer/Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.

2. Description

2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices.

References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

3.1	Units of measurement, symbols and abbreviations expressed in the
	Bidding Documents shall comply with the Systeme Internationale d'
	Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.
 - *(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site.
 - *(Procuring Agency may modify as appropriate)
- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices.

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Description	Total Amount (Rs)
(A) Building Work	
Civil works Internal sanitary and water supply Electrification External Development works Miscellaneous Items	
(B) Road Work.	
Earthwork Stone metal & Surface Treatment Culverts Miscellaneous Items	
(C) Public Health Engineering Works.	
Earthwork Subsurface Drains Pipe Laying and Man holes Tube wells, Pump houses Compound wall Miscellaneous Items	
	(A) Building Work Civil works Internal sanitary and water supply Electrification NA External Development works Miscellaneous Items (B) Road Work. Earthwork Stone metal & Surface Treatment Culverts Miscellaneous Items (C) Public Health Engineering Works. Earthwork Subsurface Drains Pipe Laying and Man holes Tube wells, Pump houses Compound wall

SCHEDULE OF PRICES

l tem No.	Description	Description Quantity	Unit Rate(Rs) Total Amount (Rs)		
	I. (Civil works)				
	Earthwork				
	Stone metal & Surface Treatment				
	Culverts				
	Miscellaneous Items				
	II.Internal sanitary and water supply.				
	NA				
•					
	II. Electrification.	İ			
	NA				
•			**************************************		
	IV. External Development				
	works.				
•	NA		-		
	V. Miscellaneous Items				
	NA				
ĺ					
ļ					
ļ					
	be carried to Summary of Bid Price)				

Ac'd/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

Seperate Sheet Attatched

*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

NAME OF WORK

Time.

SCHEDULE 'B'

CONSTRUCTION OF 200-0 WIDE ROAD FROM AIRPORT ROAD TO WATER POUND TOWARDS GULISTAN-E-SARMAST HOUSING SCHEME HDA

S.No.	Item	Qty.	Rate	Unit	Amount
I	Cleain; and grubbing the site by cutting uprooting and removing all rubbish and shrubs i/c disposal to (out side limits) designated place.	1		<u> </u>	· · · · · · · · · · · · · · · · · · ·
2	Compaction of Natural Ground upto a depth of 20cm (8" inch) below the natural ground level compacted upto 90% density modified AASHTO.	420000	97.07	%Sft	407694
3	Earth work embankment from barrow pits i/c laying in 6" layers clod breaking ramming dressing complete lead upto 100ft lift lift upto 5f:: in ordinary soil. 95% Compaction	360000.00	177.56	%Sft	639216
	7378 Completion	108000	870.70	%Cſt	940356
4	Earth v ork compaction by sheep foot roller and power roller with optimu n moisture content	1217250	870.70	%Cft	10598596
	95% Compaction	108000	3975.35	%oCft	429338
	85% Compaction	13000	0712.30	700011	72/336
5	Preparing sub-grade i/c earth excavation or filling to an average depth of 9" dressing to camber and consolidation with power roller.	1217250	1445,58	%oCft	1759632
6	Earth work excavation in gravelly soil undressed and using the excavated soil in road embankment.	18000	526.28	%Sft	94730
	executed 301 in road emountment.	34000	6201.25	%oCft	210843
7	Excava ion in hard rock requiring blasting but blasting prohibited				
	and disposal of excavated material upto 100ft. Lead i/c dressing				
	and leveling to designed section etc complete				
	Preparing sub-base course by supplying and spreading stone metal 11/2" to 2" guage of approved quality in required thickness to proper camber and guage i/c hand packing filling voids with 20 cft of pit / cannal sand having plasticity index not more than 6% of suitable quality watering and compacting to achieve 98-100% density is per modified specification (rate i/c all cost of material T&P and carriage upto lead 28 Miles	170000	25936	%oCft	4409120
		86952.60	6654.43	%Cft	5786200

				Total:	37431882
		48.09	3265	Ton _	157008
15	Add Di ference Cost of Bitumen				
	4.11.72	154710.74	870.7	%Cft	1347066
14	Earth work for berm from barrow pits in all type of soil i/c laying in 6" thick layers clod breaking dressing etc complete upto 100ft; lead lift upto 5ft; (in ordinary soil)				
	<u> </u>	129780.00	881.7	%Sft	1144270
13	Providing surface dressing 3RD coat on new or existing surface with 18 lbs bitumen and 1.50Cft: of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)				
		129780.00	1283.42	%Sft	1665622
12	Providing surface dressing 2nd coat on new or existing surface with 25lbs bitumen and 3.50Cft; of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)				
11	Providing surface dressing 1st coat on new or existing surface with 40lbs hitumen and 4.0 Cft of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)	129780.00	2007.19	%Sft	2604931
		14420.00	2771.64	%Rfi	399670
10	Laying brick on end edging i/c supplying of 9"x4"3" 1st class burnt bricks excavation for laying edging with small size parallel to the road (rate i/c all cost of material T&P and carriage upto site of work)	64890.00	7455.06	%Cft	4837588
9	Preparing base course i/c supplying and spreading metal of approved quality properly grade to mix: 1 ½" and required thickness to proper camber and guage i/c supplying and spreading 15 Cft: screening and non plastic quarry fine filling depression with stone metal after initial rolling i/c watering and compacting the sane so as to achive 100% density as per modified AASHO specification (rate i/c all cost of material T&P and carriage upto site of work)		7455.04	0.415	4000000

____ % above / below Composit
Schedule of Rate

Executive Engineer n: Division II

S.No.	Ita-		D .	T	
S.110.	Part - B	Qty.	Rate	Unit	Amount
1	Excava ion in foundation of building bridges and othe structure i/c dagbell ng dressing, refilling around structure with excavted earth water and ramming lead upto 5ft.	10864	3176.25	%Sft	345068
2	Cutting hard rock such as granite, ballast, hard lime stone or sand	10004	3170.23	70.511	543006
	stone etc. with chisels and hammers for small foundations.	20400	25936	%oCft	529094
3	Cement concrete plain Ratio 1 4:8				
	Ratio 1 2:4	11264	11288.75	%Cft	1271565
		1235.36	14429.25	%Cft	178253
4	RCC work i/c all labour and material except the cost of steel reinforcement and its labour for bending and binding, which will be paid separately. This rate i/c all kind of forms, moulds, lifting shuttering, curing, rendering and finishing the exposed surface (i/c screening and washing of shingle (a) RCC work in roof slab beam column; walls lintels and other structural member laid in situ or per-cost aid in position complete in all respect in all respect.				
		1928	337	Cft	649736
5	Randoni rubble masonary (uncoused)				
,	Ratio 1.4	15000	19025.05	%Cft	2853758
6	Stone Pitching hand packed with surface levelled off to the correct section with hammer dressed stone and voids filled in 1:8 cement morter in floors of bridges and along hand and in apons etc. i/c three chains lead.				
		67500	7708.47	%Cft	5203217
	Providing Laying Pipe of ASTM C-76-62 T/C 76-70 Class II Wall 'E' and fixing in trench i/c cutting fitting & jointing with rubber ring i/c testing with water to specified pressure. 30" Dia				
		384	1147.00	Rft _	440448
				Total	11471139
	% above / be	low Compa	sit		
	Schedule of F	•	-		

Recognite Engineer

House Constitution II

Life Exciterated

S.No.	ltem	Qty.	Rate	Unit	Amount
	Part - C				<u> </u>
1	Fabrication of mild steel reinforcement for cement concrete	i/c			
	cutting bending laying in position making joints and fastening	i/c			
	cost of pinding wire, i/c removal of rust from bars.				
		86.07	5001.70	Cw1	430501 430501
					430301
		/ below Comp e of Rate	oosit		

Executive Engineer

Housing Project Constt: Division -II

H.D.A Hyderabad

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



Note:

- * The Procuring Agency should decide whether to allow subcontracting or not.

 In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:
- 1. No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
- 2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- 3. Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

B dder shall provide a programme in a bar-chart or Program Evaluation and Review Technique (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

METHOD OF PERFORMING WORKS

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

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

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. EE/HPCD-II/HDA/	2014. Dated	-2014	
Contract Value: Rs.	13.75		
Contract Title: Construction of 200 ft w			
Water pond towards Gulshan e Sarm			
Hyderabad [name of	Contractor] hereby de-	leclares that it has not obtained	
or induced the procurement of any contract	t, right, interest, privi	ilege or other obligation or	
benefit from Government of Sindh (GoS) of	or any administrative	subdivision or agency thereof	
or any other entity owned or controlled by	it (GoS) through any	corrupt business practice.	
Without limiting the generality of the fore	going, [name of Con	stractor] represents and	
warrants that it has fully declared the broken	cerage, commission, f	fees etc. paid or payable to	
anyone and not given or agreed to give an	ıd shall not give or ag	gree to give to anyone within	
or outside Pakistan either directly or indir			
including its affiliate, agent, associate, bro			
sponsor or subsidiary, any commission, ga	ratification, bribe, fin	ider's fee or kickback,	
whether described as consultation fee or o	otherwise, with the ob	eject of obtaining or inducing	
the procurement of a contract, right, interest	est, privilege or other	obligation or benefit in	
whatsoever form from, from Procuring Ag	gency (PA) except the	at which has been expressly	
declared pursuant hereto.			
acce	ents full responsibilit	y and strict liability that it has made	and will
make full disclosure of all agreements and			/ und Will
related to the transaction with PA and has r			
circumvent the above declaration, represen		s. Will not take any action to	
, , , , , , , , , , , , , , , , ,	Tanon or Waltering		
			٠.
		pility and strict liability for making a	any false
declaration, not making full disclosure, mis			
defeat the purpose of this declaration, repre	sentation and warran	nty. It agrees that any	
contract, right, interest, privilege or other o			
aforesaid shall, without prejudice to any oth			
law, contract or other instrument, be voidal	ole at the option of PA	A.	
Notwithstanding any rights and remedies ex	xercised by PA in this	s regard, [name of	
Supplier/Contractor/Consultant] agrees to i			
it on account of its corrupt business practic			
amount equivalent to ten time the sum of ar			
kickback given by [name of Contractor] as			
the procurement of any contract, right, inter	rest, privilege or othe	er obligation or benefit in	
whatsoever form from PA.			
Executive Engineer,			
HPCD-11, H.D.A			
[Procuring Agency]		[Contractor]	
·-		* *	

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- 1.1.4 "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1...6 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- 1...7 "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1. .8 "Day" means a calendar day
- 1...9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 'Materials' means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1...19 'Works' means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1...20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 **Provision of Site**

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3. Authorised Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4..3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5. Contractor's Design

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

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

 physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 **Programme**

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10 1 Right to Vary

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

10 2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

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

11.2 Monthly Statements

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

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

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

11.3 Interim Payments

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

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 **Default**

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

INTEGRITY PACT 16

- If the Contractor or any of his Sub-Contractors, agents or servants is found to have 16.1 violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:
 - recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
 - terminate the Contract; and (b)
 - recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

1 1 3 Pro	a ses of contract couring Agency's Drawings, if any couring by the Procuring Agency)
1.1.4 Th Hyde	e Procuring Agency means erabad Development Authority
1.1.5 Th A Co	c Contractor means company, Firm or person who undertake to execute the work.
whic	mmencement Date means the date of issue of Engineer's Notice to Commence (h shall be issued within fourteen (14) days of the signing of the Contract cement.
1 1 1 1 1 1	ime for Completion180_ days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
balann	Engineer (mention the name along with the designation including whether he to department or consultant) and other details
М	A Mohd Sharif Gill, Executive Engineer, HPCD-II H.D.A, First Floor, H.D.A Building, phase-Inabad, Hyderabad.
1.3	Documents forming the Contract listed in the order of priority:
(a)	The Contract Agreement
(b)	Letter of Acceptance
(c)	The completed Form of Bid
(d)	Conditions of Contract Conditions of Contract Conditions of Contract
(e)	Conditions of Contract The completed Schedules to Bid including Schedule of Prices
(f)	The Drawings, if any
(g) (h)	The Specifications
(i)	
(j)	
(The	Procuring Agency may add, in order of priority, such other documents as form part of Contract. Delete the document, if not applicable)

2.1	Provision of Site: On the Commencement Date				
3.1	Authorized person: Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II, H.D.A Hyderabad.				
3.2	Name and address of Engineer's/Procuring Agency's representative Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II, H.D.A.				
4.4	Performance Security:				
	Amount_Rs.1500000/- (Fifteen Lac only)				
	Validity_90 days after completion of work.				
	Form: As provided under Standard Forms of these Documents)				
5.1	Requirements for Contractor's design (if any):				
5	Specification Clause No'sNA				
7.2					
1.2	Programme: Time for submission: Within fourteen (14) days* of the Commencement Date.				
	Form of 1	programme: Bar Chart (Bar Chart/CPM/PERT or other)			
	Amount payable due to failure to complete shall be 0.05 % per day up to a maximum of				
7.4	(10%) of sum stated in the Letter of Acceptance				
	(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per				
	day.)				
7.5	Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.				
9.1	Period for remedying defects90 days				
10.2	(e)	Variation procedures:			
		Day work rates(details)			
11.	1	Terms of Payments			
	a) Mobiliza	ation Advance NA			
	(1)	Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:			

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

OR

2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, [1] equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

i) Lump sum price		(details), or			
ii) Lump sum price with sc	hedules	of rates	(details), or		
iii) Lump sum price with b					
iv) Re-measurement with o	ntimate		s in the Schedule of		
iv) Re-measurement with t	Stilliaco	Word quarters	d on the rates		
Prices or on premium above or below quoted on the rates					
mentioned in CSR		(details	s), or/and		
v) Cost reimbursable		_(details)			

Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work) Type of cover The Works Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover Contractor's Equipment: Amount of cover Full replacement cost ype of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency)		Percentage of retention*: five (5%) EIGH- 8/
Type of cover The Works Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover Contractor's Equipment: Amount of cover Full replacement cost ype of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus percent (%).	6	Currency of payment: Pak. Rupees
The Works Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover Contractor's Equipment: Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus	.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
Amount of cover The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover Contractor's Equipment: Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus percent (%).		Type of cover
The sum stated in the Letter of Acceptance plus fifteen percent (15%) Type of cover Contractor's Equipment: Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		The Works
Type of cover Contractor's Equipment: Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		Amount of cover
Contractor's Equipment: Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		The sum stated in the Letter of Acceptance plus fifteen percent (15%)
Amount of cover Full replacement cost Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		Type of cover
Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		Contractor's Equipment:
Type of cover Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		Amount of cover
Third Party-injury to persons and damage to property (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus		Full replacement cost
(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus	Туре	of cover
Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) 14.2 Amount to be recovered Premium plus percent (%).		Third Party-injury to persons and damage to property
14.2 Amount to be recovered Premium plus percent (%).		
Premium plus percent (%).		(In each case name of insured is Contractor and Procuring Agency)
15.2 Arbitration**		·
15.2 Arbitration**	14.2	
Place of Arbitration: PD Housing Mazenine Floor Civic Center, Hyderabad.	14.2	
		Premium plus percent (%).
	15.3	Premium plus percent (%).

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY (Bank Guarantee)

			Guarantee No Executed on	· · · · · · · · · · · · · · · · · · ·
(Letter b	y the Gu	arantor t	to the Procuring Agency)	
Name of	Guaran	tor (Sche	eduled Bank in Pakistan) with	
		al (Bidde	or) with	
address:				
Sum of	Security	(express	s in words and	
ngures)	·		Date of Bid	
Bid Ref	erence N	40. <u></u>		id and at
the required the	uest of the /') in the coursel	the said l	THESE PRESENTS, that in pursuance of the terms of the E Principal, we the Guarantor above-named are held and firm (hereinafter called The "lated above, for the payment of which sum well and truly to heirs, executors, administrators and successors, jointly and	Procuring be made,
		rion O	F THIS OBLIGATION IS SUCH, that whereas the Princompanying Bid numbered and dated as ab (Particulars of Bid) to the said	ove for Procuring
WHE	ne Princ t oned a	the Procuipal furn	uring Agency has required as a condition for considering that is a Bid Security in the above said sum to the Procuring	e said Bid ag Agency,
(1)	that th	e Bid Se	ecurity shall remain valid for a period of twenty eight (28) d	ays beyond
(-)	the pe	riod of v	alidity of the blu,	
(2)	that ir	the ever	nt 01,	or
	(a)	the Pri	ncipal withdraws his Bid during the period of validity of Bid	ant to Sub-
	(b)	the Pri	incipal withdraws his bid database incipal does not accept the correction of his Bid Price, pursue 16.4 (b) of Instructions to Bidders, or	
	(c)		e of the successful bidder to	
		(i)	furnish the required Performance Security, in accordance Clause IB-21.1 of Instructions to Bidders, or	
		(ii)	sign the proposed Contract Agreement, in accordance Clauses IB-20.2 & 20.3 of Instructions to Bidders,	, with buo
			and downk	55

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

B0.01.11.11.B	Guarantor (Bank)
Witness:	1. Signature
1	2. Name
··	3. Title
Corporate Secretary (Seal)	
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

(
Guarantee No	
Executed on	
Expiry Date	
(Letter by the Guarantor to the Procuring Agency)	
Name of Guarantor (Scheduled Bank in Pakistan) with	
address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and figures)	
Letter o' Acceptance No Dated	
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the term Documents and above said Letter of Acceptance (hereinafter called the Documents of the said Principal we, the Guarantor above named, are held and the Procuring Agency) in the penal sum of the amount stated above, for the sum well and truly to be made to the said Procuring Agency, we bind the executors, administrators and successors, jointly and severally, firmly by the	d firmly bound unto einafter called the e payment of which ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas accepted the Procuring Agency's above said Letter of Accepta	s the Principal has
(Name of Project).	
NOW THEREFORE, if the Principal (Contractor) shall well and truly perfects of Contract of the said Document and any extensions thereof that may be granterms of the said Documents and any extensions thereof that may be granterms of the said Documents and any extensions thereof that may be granted as well and truly perform and fulfill all the undertakings, covenants the Contract and of any and all modifications of the said Documents made, notice of which modifications to the Guarantor being hereby obligation to be void; otherwise to remain in full force and virtue to obligation to be void; otherwise to Conditions of Contract are fulfilled.	eby, waived and shall rms and conditions of that may hereafter be

Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall

be received by us within the validity period of this discharged of our liability, if any, under this Guarante	s Guar ee.	antee, failing which we shall be
We,	ing Ag to the cipal ha nt will mber.	ency to prove or to show grounds amount stated above, against the as refused or failed to perform the be effected by the Guarantor to
PROVIDED ALSO THAT the Procuring Agency deciding; whether the Principal (Contractor) has decontract or has defaulted in fulfilling said obligated objection any sum or sums up to the amount stated Procuring Agency forthwith and without any reference. IN WITNESS WHEREOF, the above bounded Guaits seal on the date indicated above, the name and confirmed and these presents duly signed by its undersoftist governing body.	ons and above the control of the con	d the Guarantor shall pay without upon first written demand from the ne Principal or any other person. has executed this Instrument under a seal of the Guarantor being hereto
		Guarantor (Bank)
Witness:	1.	Signature
Corporate Secretary (Seal)		Name
2		Corporate Guarantor (Seal)
(Name, Title & Address)		Corporate Gammios (5-111)

FORM OF CONTRACT AGREEMENT

day of	ONTRACT AGREEMENT (hereinafter called the —Agreement) made on the
Airpor	EAS the Procuring Agency is desirous that certain Works, viz Construction of 200 ft wide Road from the Road to Water pond towards Gulshan e Sarmast Housing Scheme, H.D.A. Hyderabad, should be do by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such and the remedying of any defects therein.
NOW 1	his Agreement witnesseth as follows:
1.	Ir this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2.	The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
	(a) The Letter of Acceptance; (b) The completed Form of Bid along with Schedules to Bid; The completed Form of Bid along with Schedules to Bid;
	Contract & Contract Data
	(d) The priced Schedule of Prices/Bill of quantities (BOQ),
	(e) The Specifications; and
	(f) The Drawings
3.	In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4.	The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

				Gu	arantee l	No		
				I	Executed	on		
etter by the Guaran	ntor to the	Procuring A	(gency					
WHEREAS the _							(herei	nafter
		Agency)		entered	into	a	Contract	for
				(Particula	rs of	Contract),	with
		(— — – hereinaf	ter called th	e Contra	ctor).		
AND WHEREAS Contractor's rec	nuest. 3	curing Agen an amou	nt of	Rs				Kupees
provisions of the C	Contract.	_						
AND WHEREAS secure he advance	the Proce	uring Agend for the perfo	y has a ormance	sked the Co of his oblig	ontractor ations u	to funder th	rnish Guara ne said Cont	intee to ract.
AND WHEREAS (hereinafter called Procuring Agency furnish the said G	the Guara y agreeing			of the Conve advance	tractor 91	ad in a	(Scheduled consideratio ctor, has ag	n of the
NOW THEREFO advance for the p fulfillment of any shall be liable t amount.	ourpose of y of his of o the Pro	above memoligations for ocuring Age	r which ncy for	the advance payment r	e payme	nt is a	made, the G the aforem	uaranto entione
Notice in writing judge, as aforesa the Guarantor, as all sums then duany objection.	nd, on the	part of the	Contano	1	ahall be	made	hy the Gua	rantor (
<u> </u>								

This Guarar account of t	ntee shall come into force as soon as the Contractor.	the advance	payment has been credited to the
by which of telefax.	ntee shall expire not later than date we must have received any of that you will return this Guar nt to be claimed hereunder.	claims by re	gistered letter, telegram, telex or
			Guarantor (Scheduled Bank)
Witness:		1. 2.	Signature
2.	Corporate Secretary (Seal)	3.	Title
	(Name, Title & Address)	Corp	porate Guarantor (Seal)

INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a giver time).	s n
This INDENTURE made the	0
Contractor" which expression shall where the context so admits of the one part and THE include his heirs, executors, administrators and assigns) of the one part and THE GOVEFNOR OF SINDH (hereinafter called "the Government" of the other part).	Ē
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-	er
(Here enter (the description of the works).1	
AND WHEREAS the contractor has applied to the	or he
(Rs) on or before the execution of the execution of the contractor doth hereby acknowledge) and by the Government (the receipt whereof the Contractor doth hereby asknowledge) and such further advances (if any) as may be made to him as aforesaid (all of which advances such further advances (if any) as may be made to him as aforesaid (all of which advances herein after collectively referred to as the said amount) the Contractor doth hereby asknowledge) and the Government the said materials by way of security for the said amount	şıgıı
And doth hereby covenant and agree with the Government and declare ay	
follow:-	
(1) That the said sum of Rupees	the pose
6	3

(2) That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A

Offered 10 and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other Fin. R. Form No. 17-A

- arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own respons bility and shall at all times be open to inspection by (he Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
- (5) 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
- (6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said mater als (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (he rates at which the amount of the advances made under these presents were calculated.
 - (7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

- Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
 - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

In witnesses whereof the* on	behalf	of	the
Governor of Sindh and the said	have here	eunto	set
their respective hands and seals the day and first above written.			
their respective natios and seate the day			

Signed, sealed and delivered by* In the presence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Seal

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

*DRAWINGS

* (Noie:

The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).

STOPING DOCK TYOT? PRETOTE LONG BY LONG TO STATE STATES or Comanes (Small) sementing belower the 2.5 million to Res 30 ineille (erit)

INSTRUCTIONS TO PROCURING AGENCIES

INSTRUCTIONS TO PROCURING AGENCIES

(Not to be included in Bidding Documents)

A. Basis of Documents

These Documents have been prepared as a global document intended to be used by different agencies/users according to their requirements. This document is envisaged for National Competitive Bidding (NCB), meant for use for Works costing not more than Rs. 25 Million. These documents may be tailored according to the scope of works as well as in case of contracts on International Competitive Bidding (ICB) basis, funded by international financial institutions/donors, with payments in foreign currencies. Procuring agencies are then to tailor the relevant clauses to suit their requirements including appropriate modifications in the relevant sections of the documents in the light of SPPRA Bidding Documents for Large Works.

The Procuring Agency is expected to manage the Contract itself. The role of Engineer may be added by the Procuring Agency, if the Procuring Agency wishes to engage a consultant. The role of the Engineer with specific delegated powers under various clauses of Instructions to Bideers such as clarifications of Bid Documents, Amendment of Bid Documents, evaluation of Bids etc. and to administer the Contract under various clauses of Conditions of Contract should have been specified. The Procuring Agency will be required to set out in the specifications and drawings the full scope of work including the extent of design to be done by the Contractor, if any.

B. Contents of Documents

As stated in Clause IB.4 of Instructions to Bidders, the complete Bidding Documents in addition to Invitation for Bids shall comprise items listed therein including any addendum to Bidding Documents issued in accordance with IB.6. The Standard Form of Bidding Documents (for Small Contracts) includes the following:

- 1. Instructions to Bidders & Bidding Data
- 2. Form of Bid & Schedules to Bid
- 3. Conditions of Contract & Contract Data
- 4. Standard Forms
- 5. Specifications
- 6. Drawings, if any

In addition, Instructions to procuring agencies are also provided at various locations of this document within parenthesis or as a Note(s). Procuring agencies are expected to edit or finalise this document accordingly, by filling in all the relevant blank spaces and forms as per the scope of the work, deleting all notes and instructions intended to help the bidders.

The procuring agency is required to prepare the following for completion of the Bidding Documents:

(i) Invitation for Bids

- (ii) Bidding Data
- (iii) Schedules to Bid (Samples)
- (iv) Schedule of Prices (Format)
- (v) Contract Data
- (vi) Specifications
- (vii) Drawings, if any

The Procuring agency's attention is drawn to the following while finalizing the Bidding Documents.

C. Notice Inviting Tender/ Invitation for Bids/ Request for Expression of Interest

The "Notice Inviting Tender" is meant for publication of tenders for calling bids in the news papers and SPPRA Website.

The blank spaces wherever shown are required to be filled by the Procuring Agency before issuance of Bidding Documents.

The procuring Agency may modify para 1 of Notice Inviting Tender as per its requirements. The potice should be published so as to give the interested bidders sufficient working period for preparation and submission of bids – not less than 15 days for National Competitive Bidding and 45 days for International Competitive Bidding (SPP Rule 18).

- The eligible bidders are defined in IB.2; the text can be amended by the Procuring Agency as deemed appropriate.
- The non-refundable fee for the sale of Bidding Documents should be nominal so as to cover printing/reproduction and mailing costs and to ensure that only bona-fide bidders shall apply (SPP Rule 20).
- 3. The amount of Bid Security should be a lump sum figure or a percentage, but not less than 1% and more than 5% of bid price and should be in accordance with IB.13.1 (SPP Rule 37).
- 4. If the venue of receipt of bids and the opening of bids is the same, the times for receipt and opening of bids are to be entered in last Para of the Notice Inviting Tender, otherwise indicate the name, address and exact location for the opening of bids. However the date for the receipt and the opening of bids shall be same (SPP Rule 41).

D. Instructions to Bidders

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

The Instructions to Bidders can be used as given. Procuring agency may have to make changes under Bidding Data.

The Procuring Agency's or Engineer's Representative, if any, shall exercise powers of the Engineer/Procuring Agency under and in connection with Clauses IB.5, IB.6, IB.16, etc. In

case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly to specify the role of the Engineer by the Procuring Agency, otherwise the Engineer's reference wherever exist, except Sub-Clause 1.1.20 & Clause 15 of Conditions of Contract and Item 1.1.20 of Contract Data, shall be deleted.

Bidding Data E.

The blank spaces wherever shown in Bidding Data are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- Contents of IB.10.3 may be retained or modified by the Procuring Agency. 1.
- Procuring Agency should insert required experience in IB.11.2. 2.
- Referring to IB.14.1, the period of bid validity may range from 30 to 90 days depending upon the size and nature of the works. Number of days shall be filled in as 3. per Procuring Agency's requirements.
- Contents of IB.16.3 to IB.16.8 may be retained or modified by the Procuring Agency 4. in accordance with its requirements.

Schedules to Bid F.

Specimen of Schedules to Bid including format of Schedule of Prices are provided in this document. The Procuring Agency may add/delete/modify as per its requirement.

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents except those required to be provided by the Contractor.

Conditions of Contract G.

The procuring agency while preparing Contract Data, shall ensure that no Clause of Cor ditions of Contract is deleted and that the changes included in Contract Data shall be such as not to change the spirit of the document. Any adjustment or change in clauses of Conditions of Contract to meet specific project features shall be made with care and incorporated in Contract Data.

H. Contract Data

The blank spaces wherever shown are required to be filled by the Engineer/Procuring Agency before issuance of Bidding Documents.

- Referring to Sub-Clause 1.1.1 of Conditions of Contract, the Engineer/Procuring Agency may add, in order of priority, such other documents as to form part of the 1. Contract, in Sub-Clause 1.3 of the Contract Data.
- The Procuring Agency's Representative, if any, shall exercise powers of the Procuring 2. Agency under and in connection with Sub-Clauses 1.3, 2.3, 4.2, 4.3, 5.1, 7.3, 8.2, 9.1, 9.2, 10.1, 10.2, 10.5, 11.1, 11.5, 12.1, 13.2 and 14.1 of the Conditions of Contract. In case an Engineer has been appointed by the Procuring Agency, the aforesaid clauses may be modified accordingly by the Procuring Agency.

- 3. The sum insured for different insurances including minimum amount of third party insurance should be assessed by the Engineer/Procuring Agency and entered in Contract Data. Such insurance cover shall be carried out with Insurance Company having at least AA rating from PACRA / JCR in the favour of the procuring agency.
- The time for completion of the whole of the works should be assessed by the Engineer/Procuring Agency and entered in the Contract Data.
- 5. The Conditions of Contract contain no overall limit on the Contractor's liability. The amount of liquidated damages per day of delay shall be entered by the Engineer/Procuring Agency in Contract Data. Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day and the maximum limit as 10 percent of contract price stated in the Letter of Acceptance.
- 6. Any amendment and/or additions to the Conditions of the Contract that are specific to a given Bid/Contract should be included by the Procuring agency. This may include but not be limited to the provisions regarding the following:
 - a) Terms of Payment should be prepared and incorporated in Contract Data by the Engineer/Procuring Agency.
 - b) The Engineer/Procuring Agency to make sure that all taxes and duties are included by the Bidders/Contractors in their prices.

1. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

J. Drawings

To be prepared and incorporated by the Engineer/Procuring Agency, if required.

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INVITATION FOR BIDS

INVITATION FOR BIDS

Date: 09-06-2014

Bid Reference No.: PD/HP/HDA/ 2014

- 1. The Procuring Agency. Hyderabad Development Authority, Hyderabad, invites sealed bits from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, Construction of 150 ft wide Road R150-01B & 150-01D, at Gulistan e Sarmast Housing Scheme, H.D.A. Hyderabad, single stage, one envelope Rs.39.053 Million, which will be completed in Six months.
- 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees 3000/- (Three Thousand). Bidders may a quire the Bidding Documents from the Office of the Procuring Agency, a Executive Engineer HPCD-11, H.D.A, First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad.
- 3. All bids must be accompanied by a Bid Security in the amount of Rs. 1980000/2 Good, EgWelker (Rupees Lac) or XXX percentage of bid price in the form of (pay order, call @ Deposit demand draft bank guarantee) and must be delivered to Executive Engineer HPCD-II, H.D.A, First Floor, H.D.A Building, phase-I Qasimabad, Hyderabad, at or be ore 12:30 pm I ours, on 30-06-2014. Bids will be opened at 1:00pm hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

[Note: 1. Procuring Agency to enter the requisite information in blank spaces.

2. The bid shall be opened within one hour after the deadline for submission of bids.]

PH:9240288

NO:EE/HPCD-II/HDA/EC/ Hyderabad dated: 3 4 4 /2014, 9 6 20 1 4.

NOTICE INVITING TENDERS.

The sealed tenders on standard bidding documents, SPPRA, are invited in accordance with SPPRA rules 2010, as under:

S.NO	NAME OF WORK:	ESTD: COST IN MILLION	EARNEST MONEY	COMPLETION TIME	TENDER FEE
1. '	Construction of 200.0ft" wide road from airport road to water pond towards Gulistan-c-Sarmast Housing Scheme.	48.55	Rs.1000000/-	(06) Month	Rs.3000/-
2.	Construction of 60ft" wide road lin road 18.0ft" wide black top from 200.0ft" wide road to Sector-02, Gulistan-e-Sarmast Housing Scheme H.D.A Hyderabad	33.574	Rs.700000/-	(06) Month	Rs.3000/-
3.	Construction of 150.0ft" wide road R-150-1B and 150-01D, at Gulistan-e-Sarmast Housing Scheme H.D.A	39.053	Rs.800000/-/-	(06) Month	Rs.3000/-

TERMS AND CONDITIONS OF THE TENDER.

- 1. The blank contract documents can be obtained from the office of undersigned on written request and can also be down loaded from SPPRA web site on payment of fee at the time of submission of tender as shown against each in shape of pay order of any schedule bank.
- 2. Registration certificate from Pakistan Engineering Council in appropriate category to the value of each work for the year: 2014.
- 3. National Tax number.
- 4. Company profile.
- 5. List of works of similar nature and size for each completed in last 3/5 years with documentary evidence along with satisfactory completion certificate of works from employer and details of ongoing works of similar nature with copies of letter of award of works
- 6. Details of machinery and equipment are available for execution of work with owner ship documentary evidence.
- 7. Qualification and experience of technical personnel and key site management
- 8. Bank statement of last 3 years showing the credit limit.
- 9. The instructions to bidder, bidding data, conditions of contract, contract data mentioned in SBD are applicable
- 10. Affidavit regarding not indulged in litigations and abandoned any works.
- 11. Affidavit that the firm is not black listed in past by any procurement agency.
- 12. Affidavit that the given information, documents and data is absolutely true and correct.
- 13. The tender will be issued from the 1st date of publication upto 30.06.2014, at 12.00 Noon from the office of undersigned situated at 1st floor HDA, Building Qasimabad, and received back at 12.30 P.M and will be opened on the same day and place at 1.00 P.M in presence of contractor or either authorized agents who will be present at the time of opening.
- The tender must accompany call deposit demand draft or pay order of any scheduled bank of Pakistan of the amount shown against each work duly pledged in favour of undersigned.
- 15. In case of undesirable circumstances on submission / opening date and time or if Government declares Holiday the tender shall be submitted opened on the next working day at the same time & venue.
- 16. The procurement agency reserve the right to reject any or all tenders subject to provision of SPPRA rules 2010.

EXECUTIVE ENGINEER HPCD-II, HDA QASIMABAD

INSTRUCTIONS TO BIDDERS & BIDDING DATA

Notes on the Instructions to Bidders

This section of the bidding documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Agency. It should also give information on bid submission, opening and evaluation, and on the award of contract.

Matters governing the performance of the Contract or payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather in the appropriate sections of the Conditions of Contract and/or Contract Data.

The Contents of NIT enclosed and clauses of SBD, applies.

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INSTRUCTIONS TO BIDDERS

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

GENERAL

Scope of Bid & Source of Funds IB.1

Scope of Bid 1.1

The Procuring Agency as defined in the Bidding Data (hereinafter called "the Procuring Agency") wishes to receive Bids for the Works summarized in the Bidding Data (nereinafter referred to as "the Works").

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

Source of Funds 1.2

The Procuring Agency has arranged funds from its own sources or Federal/ Provincial Donor agency or any other source, which may be indicated accordingly in bidding data owards the cost of the project/scheme.

Eligible Bidders JB.2

- Bidding is open to all firms and persons meeting the following requirements: 2.1
 - duly licensed by the Pakistan Engineering Council (PEC) in the appropriate a) category for value of works.

Provided that the works costing Rs. 2.5 million or less shall not require any registration with PEC.

duly pre-qualified with the Procuring Agency. (Where required). **b**)

In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract.

- if prequalification has not undertaken, the procuring agency may ask information c) and documents not limited to following:
 - company profile; (i)
 - works of similar nature and size for each performed in last 3/5 years; (ii)
 - construction equipments; (iii)
 - qualification and experience of technical personnel and key site (iv)management;

- financial statement of last 3 years; (v)
- information regarding litigations and abandoned works if any. (vi)

Cost of Bidding **IB.3**

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

BIDDING DOCUMENTS В.

Contents of Bidding Documents **IB.4**

- In addition to Invitation for Bids, the Bidding Documents are those stated below, and s tould be read in conjunction with any Addendum issued in accordance with Sub-Clause 4.1 I3.6.1.
 - 1. Instructions to Bidders & Bidding Data
 - 2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
 - Schedule A: Schedule of Prices/Bill of Quantities (BoQ). (i)
 - Schedule B: Specific Works Data (ii)
 - Schedule C: Works to be Performed by Subcontractors (iii)
 - Schedule D: Proposed Programme of Works (iv)
 - Schedule E: Method of Performing Works (v)
 - Schedule F: Integrity Pact (works costing Rs 10 million and above) (vi)
 - 3. Conditions of Contract & Contract Data
 - Standard Forms:
 - (i) Form of Bid Security,
 - (ii) Form of Performance Security;
 - (iii)Form of Contract Agreement;
 - (iv) Form of Bank Guarantee for Advance Payment.
 - 5. Specifications
 - 6. Drawings, if any

Clarification of Bidding Documents

- A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/Procuring Agency's address indicated in the Bidding Data.
- An interested bidder, who has obtained bidding documents, may request for clarification 5.2

of contents of bidding documents in writing and procuring agency shall respond to such quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

Amendment of Bidding Documents (SPP Rules 22(2) & 22). **IB.6**

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

PREPARATION OF BIDS C.

Language of Bid **IB.7**

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

Documents Comprising the Bid 1B.8

- The Bid submitted by the bidder shall comprise the following: 8.1
 - Offer /Covering Letter (a)
 - Form of Bid duly filled, signed and sealed, in accordance with IB.14.3. (b)
 - Schedules (A to F) to Bid duly filled and initialed, in accordance with the (c) instructions contained therein & in accordance with 1B.14.3.
 - Bid Security furnished in accordance with IB.13. (d)
 - Power of Attorney in accordance with IB 14.5. (e)
 - Documentary evidence in accordance with IB.2(c) & IB.11 (f)
 - Documentary evidence in accordance with IB.12. (g)

Sufficiency of Bid **IB.9**

Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of 9.1 his Bid and of the premium on the rates of CSR / rates and prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

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

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

- Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security should not be below 1%, and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring 13.2 Agency as non-responsive.
- The bid securities of unsuccessful bidders will be returned upon award of contract to the 13.3 successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37). 13.4
- The Bid Security may be forfeited: 13.5
 - if a bidder withdraws his bid during the period of bid validity; or (a)
 - if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause (b) 16.4 (b) hereof; or
 - in the case of a successful bidder, if he fails within the specified time limit to: (c)
 - furnish the required Performance Security or (i)
 - sign the Contract Agreement. (ii)

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

- Fids shall remain valid for the period stipulated in the Bidding Data after the date of bid epening.
- In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with iB.13 in all respects (SPP Rule 38).
- All Schedules to Bid are to be properly completed and signed. 14.3
- No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may 14.4 be rejected.

- Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them 14.5 "OLIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are 14.6 also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- The Bid shall be delivered in person or sent by registered mail at the address to Procuring 14.7 Agency as given in Bidding Data.

D. SUBMISSION OF BID

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

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data 15.1 not later than the time and date stipulated therein.
- The inner and outer envelopes shall 15.2
 - be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - bear the name and identification number of the Contract as defined in the Bidding (2) (b) and Contract Data; and
 - provide a warning not to open before the specified time and date for Bid opening (c) as defined in the Bidding Data.
 - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in (t)case it is declared late.
 - If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid. (e)
- Bids submitted through telegraph, telex, fax or e-mail shall not be considered. 15.3
- Any bid received by the Procuring Agency after the deadline for submission prescribed in 15.4 Bidding Data will be returned unopened to such bidder.
- Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to 15.5 the deadline for submission of bids.
- Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in 15.6 forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING AND EVALUATION

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

- 16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.
- 16.2 The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the bid opening. The Procuring Agency will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

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

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).
- Prior to the detailed evaluation, pursuant to 1B.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.
 - (a) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency,

provided such waiver does not prejudice or affect the relative ranking of any other hidders.

(A). Major (material) Deviations include:-

- has been not properly signed; (i)
- is not accompanied by the bid security of required amount and manner; (ii)
- stipulating price adjustment when fixed price bids were called for; (iii)
- failing to respond to specifications;
- failing to comply with Mile-stones/Critical dates provided in Bidding Documents; (iv)
- sub-contracting contrary to the Conditions of Contract specified in Bidding (v) (vi)
- refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage; (vii)
- taking exception to critical provisions such as applicable law, taxes and duties and (viii) dispute resolution procedures;
- a material deviation or reservation is one: (ix)
 - (a) which affect in any substantial way the scope, quality or performance of the
 - (b) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements 16.7 given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

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

Evaluated Bid Price 16.8

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

making any correction for arithmetic errors pursuant to IB.16.4 hereof. (i)

- discount, if any, offered by the bidders as also read out and recorded at the time of (ii)
- excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively. (iii)

IB.17 Process to be Confidential

- Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at 17.1 least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evalt ated.
 - Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal 17.2 Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
 - Bilders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
 - (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
 - (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other
 - (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, benefit o to avoid an obligation; persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to
 - materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the

AWARD OF CONTRACT F.

IB.18. Post Qualification

The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or 18.1 managerial competence whether already pre-qualified or not:

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

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

IB.19 Award Criteria & Procuring Agency's Right

- Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined 19.1 to be qualified to satisfactory perform the Contract in accordance with the provisions of the 13.18.
- Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Cor tract, without thereby incurring any liability to the affected bidders or any obligation 19.2 to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

1B.20 Not fication of Award & Signing of Contract Agreement

- Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the P ocuring Agency will notify the successful bidder in writing (—Letter of Acceptance) 20.1that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all 20.2 agreements between the parties.
- The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of 0.30% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract 20.3 Agreement by the successful bidder from the Procuring Agency.



IB.21 Performance Security

- The successful bidder shall furnish to the Procuring Agency a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of fourteen 21.1 (14) days after the receipt of Letter of Acceptance (SPP 39).
- Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of 21.2
- 21.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the followir g information:
- (1) Evaluation Report;
- (2) Form of Contract and letter of Award;
- (3) Bill of Quantities or Schedule of Requirements. (SPP Rule 50)

IB.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupces ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

BIDDING DATA

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered 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

Name of Procuring Agency 1.1

Hyderabad Development Authority.

(Insert name of the Procuring Agency)

Brief Description of Works

Cor struction of 150 ft wide Road R150-01B & 150-01D, at Gulistan e Sarmast Housing Scheme, H.D.A. Hyderabad.

Community Center, Thandi Sarak Hyderabad. Ph. 022920709 Procuring Agency's address: (a) 5.1

(Insert address of the Procuring Agency with telex/fax)

Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II H.D.A, First Floor, Engineer's address: (b)

H.D.A Building, phase-1 Qasimabad, Hyderabad. (Insert name and address of the Engineer, if any, with telex/fax.)

- Bid shall be quoted entirely in Pak, Rupees. The payment shall be made in Pak, Rupees.
- The bidder has the financial, technical and constructional capability necessary to perform 10.3 he Contract as follows: (Insert required capabilities and documents) 11.2

i. Financial capacity: (must have turnover of Rs. 100 Million):

- ii. Technical capacity:- Registration with PEC to the extend of value of work having qualified engineers registered with PEC with experience in execution atleast a five years of similar nature of work and skilled site
- iii. Construction Capacity:- One Road Roller 12~14 ton, one V.V.100, one Grader, three dumper/ trucks, one water bouser, one Loader, one concrate mixer, two bitumen boiler, one dozer and one excavator.

		technical and performance
12.1	(a)	A detailed description of the Works, essential technical and performance
	(b)	A detailed description of the Works, essential technical and performance characteristics. Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will required but not be limited to a sufficient number of drawings, photographs, include but not be limited to a sufficient number of drawings, photographs, include significant characteristics such as general construction dimensions and clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
13.1	Am	ount of Bid Security EGU- B00000/- (Rupees Ten Lac only).
	Rs.	1 1 10%
	(Fi	II in hump sum amount or in % age of bid amount /estimated cost, but not below 1%
		d 101 exceeding 5%)
14.1	l Po Si	eriod of Bid Validity xty days after opening of bid.
	(1	Fil in "number of days" not exceeding 90)
14	.4 t	Number of Copies of the Bid to be submitted:
	,	One original plus _one _ copies.
14		L. Address for the Purpose of Bid Submission
'		Fundamental H.D.A. First Floor, H.D.A Building, phase-I Quantum Ducky
		(insert postal address or location of bid box for delivery by hand)
	15.1	Deadline for Submission of Bids
		Time: _12:30 PM on _30-06-2014
	16.1	Venue, Time, and Date of Bid Opening
		Venue: First Floor, H.D.A Building, phase-I Qasimabad,
		Hyderabad:Date: 30-06-2014
	16.4	Responsiveness of Bids (i) Bid is valid till required period.
		18

- *(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits.
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) 3ids are generally in order, etc.
- *Procur ng agency can adopt either of two options. (Fixed Price contract)
 - (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
 - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID (LETTER OF OFFER)

2014 Dated, 09-06-2014 Bid Reference No. .: PD/HP/HDA/ Construction of 150 ft wide Road R150-01B & 150-01D, at Gulistan e Sarmast Housing Scheme, H.D.A. Hyderabad. (Name of Works)

Executive Engineer, HPCD-II H.D.A, First Floor, To: H.D.A Building, phase-I Qasimabad, Hyderabad. Having examined the Bidding Documents including Instructions to Bidders, Gentlemen. Bidding Data, Conditions of Contract, Contract Data, Specifications, 1. Drawings, if any, Schedule of Prices and Addenda Nos. for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and duly incorporated under the laws of Pakistan hereby offer to execute and address. complete such works and remedy any defects therein in conformity with the Said Documents including Addenda thereto for the Total Bid Price of or such other sum as may be ascertained in accordance with the said Documents. We understand that all the Schedules attached hereto form part of this Bid. As security for due performance of the undertakings and obligations of this 2. Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you 3. and valid for a period of twenty eight (28) days beyond the period of validity of Bid. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in 4. Contract Data. days from the date We agree to abide by this Bid for the period of fixed for receiving the same and it shall remain binding upon us and may be 5. accepted at any time before the expiration of that period. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding 6. contract between us. We undertake, if our Bid is accepted, to execute the Performance Security

7.

referred to in Conditions of Contract for the due performance of the Contract.

- 8. We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

the works.	20
Dated thisday	of, 20
Signature	duly authorized to sign bid for and on behalf of
in the capacity of	als) (Seal)
(Nume of Bidder in Block Capita	(DELLA)
A idress	
Witness:	
(Signature)	
Address:	

SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

SCHEDULE - A TO BID

SCHEDULE OF PRICES

Sr. No.	Page No.
1.	Preamble to Schedule of Prices
2.	*(a) Summary of Bid Prices * (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)

* [To be prepared by the Engineer/Procuring Agency]

PREAMBLE TO SCHEDULE OF PRICES

General 1.

- The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications 1.1 and Drawings, if any.
- The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works. 1.2

Description 2.

The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. 2.1 References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

Units & Abbreviations 3.

Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d' 3.1 Unites (SI Units).

> (Note: The abbreviations to be used in the Schedule of Prices to be defined by the Procuring Agency).

Rates and Prices 4.

- Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full 4.1 inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
 - Unless otherwise stipulated in the Contract Data, the premium, rates and prices entered by the bidder shall not be subject to adjustment 4.2 during the performance of the Contract.
 - All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices. 4.3
 - The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Schedule of Prices, and where 4.4

no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid (a) 4.5 price.
 - The Contractor shall be responsible to make complete arrangements for the transportation of the Plant to the Site. *(b)

*(Procuring Agency may modify as appropriate)

The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the 4.6 Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

Bid Prices 5.

5.1

The various elements of Bid Prices shall be quoted as detailed by the Procuring Agency in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices.

5.2

The total of bid prices in the Schedule of Prices shall be entered in the Total Bid Price Summary of Bid Prices.

Provisional Sums and Day work 6.

- Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only 6.1 receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.
- Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in 6.2 that way.

SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

	Description	}	l l
Bill No.	Description		
	(A) Bailding Work		
	Civil works Inten al sanitary and water supply NA		
,	Electrification External Development works		
5	Miscellaneous Items		
	(B) Road Work.		
1. 2. 3.	Earthwork Stone metal & Surface Treatment Culverts		
4.	Miscellaneous Items		
1	(C) Public Health Engineering Works.		\ .
			; 1
\ 1. ↓2.	Earthwork Subsurface Drains NA		
12. 13. 4.	nine Levine and Man notes] [
5.	7 ube wells, Pump houses		İ
6.	Miscellaneous Items		
1			
!			
1	:		
:		ļ ļ	
! ! !			
1			
1			
ļ !			
		(6)(4)	
	Total Bid Price (The amount to be entered	in Paragraph 1 of the Form of Bid)	

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate	e(Rs) Total Amount (Rs)	
1. 2. 3. 4.	J. (Civil works) Earthwork Stor e metal & Surface Treatment Culverts Miscellaneous Items H.Internal sanitary and water				
1. 2. 3.	surply.				 - - -
1.7.3.	II. Electrification. NA IV. External Developm works. NA V. Miscellaneous Items	nent			
3.	NA		:		
Ì	Tota. (to be carried to Summary of B Ada/ Deduct the percentage quoted	id Price)	the prices of	items based on Composite	

Schedule of Rates.

*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

Seperate Sheet Attatched

*(Note: The Procuring Agency shall spell out the information & data required to be filled out by the bidder and to furnish complementary information).

SCHEDULE 'B'

- NAME OF WORK:

Construction of 150 wide road R150-01 B & 150-01DAT GULISTAN-E-SARMAST HOUSING SCHEME HDA HYDERABAD

	•				
		M/s	RATE	UNIT	AMOUNT
S.NO	ITEM	QTY	KATE	UMIL	
l	Natural ground compaction upto an average depth of 6" by sheep foot roller and power roller with optimum moisture content to achieve minimum 90% modified A.A.S.H.T.O density.	111526.00	177.56	%Sft	198026
2 (1)	Earth work for embankment from borrow pits i/e laying in 6 inches layers, clod breaking ramming (average lead upto 2 miles & lift upto 5ft)	•	723.36	%Cft	526597
2 (ii)	Earth work compaction by sheep foot roller and power roller with optimum mixture content. 95% Compaction modified AASHTO density. 85% Compaction modified AASHTO density.	139681.25 55941.93	3975.35 1445.58	%oCft %oCft	555282 80869
3	Earth work for excavation in ordinary so undressed and using the excavated soil in roa embankment lead upto 100ft including levelling dressing to designed section.	1 <u>0</u>) 2809.11	‰Cft	670133
- 4	Earth work for excavation in gravelly so undressed and using the excavated soil in ro- embankment lead upto 100ft i/c leveling dressing to tesigned section.	K.	0 6201.25	K ™oCft	151756
• ⁵	Excavation in hard rock requiring blasting to blasting prohibited and disposal of excaval material upon 100ft. Lead we dressing a levening to lessigned section etc complete.	(CG	i. 25936.(η() ⁴ •οCf	t 234806
_	Preparing sub grade i/c earth exeavation filling to an average depth of 9" dressing camber and consolidation with power roller.		73 526.2	8 %Sft	11140
_	Preparing sub-base by supplying and spread stone metal 11/2" to 2" guage of approquity and required thickness to proper can and guage ite hand packing filling voids more than 6% of suitable quality watering	nber with and			
_	compacting AASHO specification (rate in cost of material T&P and carriage upto sit work)		.45 6654.	.43 %C	n 12214:

8	Preparing base course i/c supplying and spreading metal of approved quality properly grade to mix: 1 1/2" and required thickness to				
	proper camber and guage i/c supplying and spreading 15 Cft: sercening and non plastic quarry fine filling depression with stone metal after initial rolling i/c watering and compacting the same so as to achive 100% density as per				
	modified A ASHO specification (rate i/e all cost of material Γ&P and carriage upto site of work)	136950.00	7455.06	%Cft	10209705
9	Laying brick on end edging i/c supplying of 9"x4"3" 1:1 class burnt bricks excavation for laying edging with small size parallel to the road (rate i/c all cost of material T&P and carriage upto site of work)	16603.84	2771.64	%Rft	460199
10	Providing surface dressing 1st coat on new or existing surface with 40lbs bitumen and 5.0 Cft of bajari of required size including cleaning the road surface rolling etc complete (rate i/cs all cost of materials and carriage upto site of work)		2007.19	%Sft	5498965
H	Providing surface dressing 2nd coat on new or existing surface with 25lbs bitumen and 3.50Cft; of bajari of required size including cleaning the road surface rolling etc complete trate i/cs all cost of materials and carriage upto	· •	1283.42	%Sft	3516101
12	Providing surface dressing 3RD coat on new or existing surface with 18lbs bitumen and 1.50Cft; of bajari of required size including cleaning the road surface rolling etc complete trate i/cs till cost of materials and carriage upto	i :	881.70	"Sñ	2415535
13	Earth work for berm from barrow pits in all type of soil i/c laying in 6" thick layers clod breaking dressing etc complete upto 100ft; lead lift upto 5ft;	<u>!*</u>	723.36	%Cft	353812
14	Const Division	89.29	3265.00	Ton Total	291532 41971005

_ % above / below Composit Schedule of Rate

Division of about

				··· ····	1
	ltem	Qiv.	Rate	Unit	Amount
io.					
	Part - C				
	Fabrication of mild steel reinforcement for cement concrete is	2			
	cutting bending laying in position making joints and fastening i/	ť			
	cost of binding wire, ise removal of rust from bars.				
	Cost of Granding 1995	86.07	5001.70	Cwt	43050 43050
	% above	/ below Com	iposit		
	Schedule	of Rate			
					_
					\mathcal{A}
				ecutive A coject Con D.A Hyd	istt: Division -I

WORKS TO BE PERFORMED BY SUBCONTRACTORS*

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Items of Works to be Sub-Contracted Name and address of Sub-Contractors Statement of similar works previously executed. (attach evidence)



Note:

- * The Procuring Agency should decide whether to allow subcontracting or not.
 In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:
- No change of Sub-Contractors shall be made by the bidder without prior approval of the Procuring Agency.
- The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- Statement of similar works shall include description, location & value of works, year completed and name & address of the clients.

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart or Program Evaluation and Review Techn que (PERT) or Critical Path Method (CPM) showing the sequence of work items by which he proposes to complete the works of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

METHOD OF PERFORMING WORKS

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

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

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 10.00 MILLION OR MORE)

Contract No. EE/HPCD-II/HDA/	2014. Dated	-2014	
Contract Value: Rs. Contract Title: Construction of 150 ft 01D, at Gulistan e Sarmast Housing S	Scheme, n.v.a.	declares that it has	not obtained
or induced the procurement of any contract benefit from Government of Sindh (GoS) or any other entity owned or controlled by	administrativ	e subdivision or ag	ency thereof
Without limiting the generality of the forwarrants that it has fully declared the broanyone and not given or agreed to give a or outside Pakistan either directly or indincluding its affiliate, agent, associate, b sponsor or subsidiary, any commission, whether described as consultation fee or the procurement of a contract, right, into whatsoever form from, from Procuring declared pursuant hereto.	and shall not give or lirectly through any proker, consultant, d gratification, bribe, r otherwise, with the	agree to give to an natural or juridical irector, promoter, s finder's fee or kick tobject of obtaining her obligation or by	yone within person, hareholder, back, g or inducing enefit in
make full disclosure of all agreements as related to the transaction with PA and ha circumvent the above declaration, representations.	nd arrangements wit as not taken any acti	h all persons in res on or will not take	ility that it has made and will pect of or any action to
	accepts full respo	onsibility and strict	liability for making any false
	inverse contine 190	is or taking any acc	IOU HEOL. CO
declaration, not making full disclosure, defeat the purpose of this declaration, re contract, right, interest, privilege or oth aforesaid shall, without prejudice to any law, contract or other instrument, be vo	er obligation or ben	etit obtained or pro medies available to	cured as
Notwithstanding any rights and remedi Supplier Contractor/Consultant] agrees it on account of its corrupt business pro amount equivalent to ten time the sum kickback given by [name of Contractor the procurement of any contract, right, whatsoever form from PA.	actices and further p	ay compensation to gratification, bribe	PA in an finder's fee or sine or inducing
Executive Engineer, HPCD-H. H.D.A		{Coi	ntractor]
[Procuring Agency]		Ç -	_

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

- 1.1.1 "Contract" means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 "Specifications" means the document as listed in the Contract Data, including Procuring Agency's requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- "Drawings" means the Procuring Agency's drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

Persons

- "Procuring Agency" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- "Contractor" means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Procuring Agency) any assignee.
- 1.16 "Party" means either the Procuring Agency or the Contractor.

Dates, Times and Periods

- "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 "Day" means a calendar day
- "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

"Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but

does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 'Materials' means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1. 7 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 'Works' means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

1.2 Interpretation

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

1.5 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3. Authorised Person

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

3.2 Engineer's/Procuring Agency's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

 physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Procuring Agency and accepted by the Procuring Agency.

TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10 1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds I percent of the Initial Contract Price, the Procuring Agency/Engineer shall adjust the rate to allow for the change and will be valued as per sub clause 10.2.
- b) The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Agency.
- c) If requested by the Engineer, the contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

10.4 Early Warning

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

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

10.5 Valuation of Claims

If the Contractor incurs Cost as a result of any of the Procuring Agency's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any

Procuring Agency's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Procuring Agency within fourteen (14) days of the occurrence of cause.

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 11.3, be paid by the Procuring Agency to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Procuring Agency and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 11.5, within 60days after such Final Payment Certificate has been jointly verified by Procuring Agency and Contractor;

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of KIBOR+2% per annum in local currency and LIBOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

(b) Valuation of the Works

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

112 Monthly Statements

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

- a) the value of the Works executed less to the cumulative amount paid previously; and
- b) value of secured advance on the materials and valuation of variations (if any).

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

11.3 Interim Payments

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

11.4 Retention

Retention money shall be paid by the Procuring Agency to the Contractor within fourteen (14) days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.5 Final Payment

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

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

11.0 Currency

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

12. DEFAULT

12.) Defaults by Contractor

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

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

12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

12.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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

INTEGRITY PACT 16

- If the Contractor or any of his Sub-Contractors, agents or servants is found to have 16.1 violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:
 - recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
 - terminate the Contract; and
 - recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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

CONTRACT DATA

(Note: Except where otherwise indicated, all Contract Data should be filled in by the Procuring Agency prior to issuance of the Bidding Documents.)

1.1.3 Froc	ses of s of Contract uring Agency's Drawings, if any listed by the Procuring Agency)
1.1.4 The Hydei	Procuring Agency means abad Development Authority
1.1.5 The A Cor	Contractor means npany, Firm or person who undertake to execute the work.
which	nmencement Date means the date of issue of Engineer's Notice to Commence is shall be issued within fourteen (14) days of the signing of the Contract ement.
1.1.9 Tir	ne for Completion180_ days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
balange	ngineer (mention the name along with the designation including whether he to department or consultant) and other details
Mr	Mohd Sharif Gill, Executive Engineer, HPCD-II H.D.A, First Floor, H.D.A Building, phase-l bad, Hyderabad.
1.3	Documents forming the Contract listed in the order of priority:
(a) (b) (c)	The Contract Agreement Letter of Acceptance The completed Form of Bid
(d) (e) (f)	Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices
(g) (h) (i)	The Drawings, if any The Specifications
(j)	

(The Procuring Agency may add, in order of priority, such other documents as form part of the Contract. Delete the document, if not applicable)

2.1	Provision of Site: On the Commencement Date
1.8	Authorized person: Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II, H.D.A Hyderabad.
3.2	Name and address of Engineer's/Procuring Agency's representative Mr. Mohd Sharif Gill, Executive Engineer, HPCD-II, H.D.A.
4.4	Performance Security:
	Amount_Rs.1500000/- (Fifteen Lac only)
	Validity_90 days after completion of work.
	(Form: As provided under Standard Forms of these Documents)
5.1	Requirements for Contractor's design (if any):
J.,	Specification Clause No'sNA
7.2	Programme:
7.2	Time for submission: Within fourteen (14) days* of the Commencement Date.
	Form of programme: Bar Chart (Bar Chart/CPM/PERT or other)
2.4	Amount payable due to failure to complete shall be 0.05 % per day up to a maximum of
7.4	(10%) of sum stated in the Letter of Acceptance
	(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per
	day.)
7.5	Early Completion In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
9.1	Period for remedying defects 90 days
10.	(e) Variation procedures:
	Day work rates(details)
11	Terms of Payments
	a) Mobilization Advance NA
	10.9% of the Contract Price stated in the Letter of

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

OR

Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
 - (i) The materials are in accordance with the Specifications for the Permanent Works;
 - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or damage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
 - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
 - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
 - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
 - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless & until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
 - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
 - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity utilized in work measured since previous bill, Li equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- (c) Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
 - (i) The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
 - (ii) value of secured advance on the materials and valuation of variations (if any).
 - (iii) Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
 - (v) Retention money and other advances are to be recovered from the bill submitted by contractor.

11.2 *(a) Valuation of the Works:

i) Lump sum price	(details),	or
ii) Lump sum price with s	chedules of rates _	(details), or
iii) Lump sum price with	bill of quantities	(details), or
iv) Re-measurement with	estimated/bid quar	ntities in the Schedule of
Prices or on premiun		
mentioned in CSR _		
	NA(details)	

1.3	Percentage of retention*: And 15% EASH 8%
.6	Currency of payment: Pak. Rupees
ŧ.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Туре	of cover
	end damage to property
	Third Party-injury to persons and damage to property
	Third Party-injury to persons and damage to prepare (The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers:
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers:
14.2	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) Amount to be recovered
14.2	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency)
14.2	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: (In each case name of insured is Contractor and Procuring Agency) Amount to be recovered Premium plus
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered). Workers: Other cover*: (In each case name of insured is Contractor and Procuring Agency) Amount to be recovered Premium plus

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY

(Bank Guarantee)

		Guarantee No.
		Executed on
Letter b	y the Gu	narantor to the Procuring Agency)
Name of	Guaran	itor (Scheduled Bank in Pakistan) with
address Name of address:	Princip	oal (Bidder) with
Cum of	Security	(express in words and
		No Date of Bid
Bid ⊰ef	erence l	No Date of Bid
the required the Agency we bind firmly be	uest of the ''') in the dourselust ourselustes	MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the said Principal, we the Guarantor above-named are held and firmly bound hereinafter called The "Procuring of the sum stated above, for the payment of which sum well and truly to be made, eves, our heirs, executors, administrators and successors, jointly and severally, expresents. FION OF THIS OBLIGATION IS SUCH, that whereas the Principal has the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procuring
SUCHIII	tea u	he accompanying bld harmonic of Rid) to the said Procuring
A g enc	y; and	
Agence WHE!	y; and REAS, 1	the Procuring Agency has required as a condition for considering the said Bid ipal furnishes a Bid Security in the above said sum to the Procuring Agency,
Agence WHE!	y; and REAS, the Princtioned as	the Procuring Agency has required as a condition for considering the said Bid ipal furnishes a Bid Security in the above said sum to the Procuring Agency, s under: The Bid Security shall remain valid for a period of twenty eight (28) days beyond
Agence WHEI that the	y; and REAS, the Prince from that the period and the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are that the period are the period are that the period are that the period are that the period are that the period are that the period are the period are that the period are the period are that the period are that the period are th	the Procuring Agency has required as a condition for considering the said Bid ipal furnishes a Bid Security in the above said sum to the Procuring Agency, s under: the Bid Security shall remain valid for a period of twenty eight (28) days beyond ariod of validity of the bid; the event of;
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Agence WHEF that the	y; and REAS, the Prince from and that the the pe that in (a)	the Procuring Agency has required as a condition for considering the said Bid ipal furnishes a Bid Security in the above said sum to the Procuring Agency, s under: The Bid Security shall remain valid for a period of twenty eight (28) days beyond ariod of validity of the bid; the event of; The Principal withdraws his Bid during the period of validity of Bid, or the Principal does not accept the correction of his Bid Price, pursuant to Sub-
Agence WHEF that the	y; and REAS, the Prince from that the the period in (a) (b)	the Procuring Agency has required as a condition for considering the said Bid ipal furnishes a Bid Security in the above said sum to the Procuring Agency, s under: The Bid Security shall remain valid for a period of twenty eight (28) days beyond wried of validity of the bid; at the event of; The Principal withdraws his Bid during the period of validity of Bid, or the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or

the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withcrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

	Guarantor (Bank)
W mess:	1. Signature
1	2. Name
	3. Title
Corporate Secretary (Seal)	
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No Executed on Expiry Date
Letter by the Guarantor to the Procuri	ing Agency)
Name of Guarantor (Scheduled Bank i	
address:	
Chainsing! (Contractor) with	
Penal Sum of Security (express in wo	ords and
S A coentance No	Dated
Documents and above said Letter of request of the said Principal we, the the Procuring Agency) in the penal surface well and truly to be made to the executors, administrators and success THE CONDITION OF THIS OB	ESENTS, that in pursuance of the terms of the Bidding Acceptance (hereinafter called the Documents) and at the Guarantor above named, are held and firmly bound unto hereinafter called the (hereinafter called the said Procuring Agency, we bind ourselves, our heirs, ssors, jointly and severally, firmly by these presents. ELIGATION IS SUCH, that whereas the Principal has above said Letter of Acceptance for (Name of Contract) for the
	(Name of Project).
NOW THEREFORE, if the Princip the undertakings, covenants, terms terms of the said Documents and a Agency, with or without notice to also well and truly perform and ful the Contract and of any and all made, notice of which modifica obligation to be void; otherwise Clause 9, Remedying Defects, of C	pal (Contractor) shall well and truly perform and fulfill all and conditions of the said Documents during the original may extensions thereof that may be granted by the Procuring the Guarantor, which notice is, hereby, waived and shall liftle all the undertakings, covenants terms and conditions of modifications of the said Documents that may hereafter be ations to the Guarantor being hereby waived, then, the to remain in full force and virtue till all requirements of Conditions of Contract are fulfilled.
Our total liability under this Guara	antee is limited to the sum stated above and it is a conditi

of any liability attaching to us under this Guarantee that the claim for payment in writing shall

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be received by us within the validity period of this discharged of our liability, if any, under this Guarantee		
We,	Agending Age of the application	cy's first written demand without crys to prove or to show grounds amount stated above, against the as refused or failed to perform the be effected by the Guarantor to
PRCVIDED ALSO THAT the Procuring Agency deciding whether the Principal (Contractor) has du Contract or has defaulted in fulfilling said obligation objection any sum or sums up to the amount stated a Procuring Agency forthwith and without any reference IN WITNESS WHEREOF, the above bounded Guarits seal on the date indicated above, the name and confined and these presents duly signed by its undersigned is governing body.	bove use to the	If the Guarantor shall pay without pon first written demand from the Principal or any other person. The executed this Instrument under seal of the Guarantor being hereto
		Guarantor (Bank)
Witness:	1.	<u> </u>
	2.	Name
Corporate Secretary (Seal)	3.	Title
(Name, Title & Address)		Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

day of j	CONTRACT AGREEMENT (hereinafter called the —Agreement 1) made on the
01B & Contra	EAS the Procuring Agency is desirous that certain Works, viz Construction of 150 ft wide Road R150-150-01D, at Gulistan e Sarmast Housing Scheme, H.D.A. Hyderabad, should be executed by the ctor and has accepted a Bid by the Contractor for the execution and completion of such Works and the ying of any defects therein.
NOW	this Agreement witnesseth as follows:
1,	In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2.	The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
	(a) The Letter of Acceptance; (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data; (d) The priced Schedule of Prices/Bill of quantities (BoQ); (e) The Specifications; and (f) The Drawings
3.	In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
	The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract. Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor	Signature of the Procuring Agency
(Seal)	(Seal)
Signed, Sealed and Delivered in the presence of:	
Witness:	Witness:
(Name, Title and Address)	(Name, Title and Address)

MOBILIZATION ADVANCE GUARANTEE

			Gu	arantee l	٧o		
			E	Executed	on		
Letter by the Guarantor to the	ne Procuring A	(gency					
VHEREAS the						(herei	naster
alled the Procuring	Agency)		entered	ínto	a	Contract	for
			(Particula	ars of	Contract),	with
	(hereinaf	ter called th	e Contra	ictor).		
AND WHEREAS the Pr	ocuring Agen	cy has	agreed to a	dvance (o the	Contractor,	at the
Contractor's request,	an amoui	nt of	Ks				1
Commactor's requests) which at	mount s	shall be adv	vanced t	o the	Contractor	as pe
provisions of the Contract.							
AND WHEREAS the Prosecure the advance payme AND WHEREAS (hereinafter called the Gu Procuring Agency agreed furnish the said Guarantee	arantor) at the	request	of the Con ye advance	tractor a to the (nd in Contra	(Scheduled consideration actor, has ag	l Ban n of t greed
NOW THEREFORE the advance for the purpose of fu fillment of any of his shall be liable to the Famount.	of above ment obligations for Procuring Age	noneu C or which ney for	the advance payment r	e payme	ent is the eding	made, the G the aforem	uaran ention
Notice in writing of any	default, of w	hich the	Procuring				
Notice in writing of any judge, as aforesaid, on the Guarantor, and on suall sums then due under	he part of the	Contrac	nd navment				

This Guarantee shall come into force as soc account of the Contractor.	on as the advance payment has been credited t
telefax.	ny claims by registered letter, telegram, tel
lotal date ==	Guarantor (Scheduled Bank
	Quarantos (Serveran
Witness:	1. Signature
Witness:	
Witness: 1 Corporate Secretary (Seal)	l. Signature
l	 Signature Name

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INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given
time).
This INDENTURE made the
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).1
AND WHEREAS the contractor has applied to the
follow:-
(3F

That the materials detailed in the said Running Account Bill (B) which have been (2) Fin R Form No. 17-A

Offered to and accepted by (he Government as security for the said amount are absolutely by the Contractors own property free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor here by agrees, at all times, to indemnify and save harmless the Government against all clairs whatsoever to any materials in respect of which an advance has been made to him as aforesaid.

That the said materials detailed in the said Running Account Bill (B) and all other **(3)** Fin. R. Form No. 17-A

Materials on the security of which any further advance or advances may hereafter be made as atoresaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Div.sional Officer-----(hereinafter called the Divisional Officer) and in the terms of the said agreement.

- That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a grater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other ma erials of like qualify or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.
 - 'Hurt the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf
 - That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works urder the terms and provisions of the said agreement PROVIDED THAT in ermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractors Bill for such payment by deducting there from in the value of the said materials (hen actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description o material at (he rates at which the amount of the advances made under these presents were calculated.
 - That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be epayable by the Contractor to the Government together with interest thereon at twelve

percent per annum from the date or respective dates of such advance or advances to the date or repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (he default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

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

- Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except as is expressly provided by the presents interest on the aid advance shall not be payable.

In witnesses whereof the*	on	behalf	of	the
Governor of Sindh and the said		have here	eunto	set (
Governor of Sindh and the saidtheir respective hands and seals the day and first above written.				

Signed, sealed and delivered by * In the γ resence of

Seal

1st witness 2nd witness

Signed, sealed and delivered by* In the presence of

Sea!

1st Witness 2nd witness

SPECIFICATIONS

[Note for Preparing the Specifications]

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, performance of the works. Only if this is done objectives of economy, efficiency, and fairness in procurement will be realized and responsiveness of Bids can be ensured, and the subsequent task of bid evaluation can be facilitated. The specifications should require that materials to be incorporated in the works be new, unused, and of the most recent or current models, and incorporated all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should cover all classes of workmanship, materials and equipment although not necessarily to be used in a particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to seismic conditions, weather conditions and environmental impact. The specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure equivalence to the standards and codes specified will be acceptable.]

*DRAWINGS

*(Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).