

# **SPPRA BIDDING DOCUMENT**

**STANDARD FORM OF BIDDING DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS**

(For Contracts (Small) amounting between Rs.2.5 Million to  
Rs.50 Million)

**PROVIDING / LAYING OF 18" DIA M.S. LINE  
FROM C ROAD, NAZIMABAD NO.2 TO  
HABIB BANK ROUND ABOUT  
(INTERCONNECTION OF FTM TO BDM)**

**WATER TRUNK MAIN DIVISION-I, KW&SB**

St-6, Block # 6, Gulshan-e-Iqbal, Karachi

Contact No. 99243063

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## **INVITATION FOR BIDS**





## KARACHI WATER & SEWERAGE BOARD NOTICE INVITING TENDER (ON ITEM RATE BASIS)

Sealed tenders are invited on Single-Stage One-Envelope System under Rule 46 (i)(a)(i)(l)-(iv) on CSR / Item Rate Basis for the works mentioned below:-

Sr. No.	Details	Conditions
1)	Name of Work	PROVIDING / LAYING OF 18" Ø M.S. LINE FROM C ROAD, NAZIMABAD NO. 2 TO HABIB BANK ROUNDABOUT (INTERCONNECTION OF FTM TO BDM).
2)	Eligibility of Firm	i) Registered in PEC at least in C-4 and specialized in CE-09 & ME-07. ii) At least (03) three years experience certificate of similar job & (03) three years turnover and registration with Income Tax, Sales Tax, Govt. of Sindh License to Electrical contractor and Sindh Revenue Board (where applicable) must be attached with the tender. iii) Tender cost: Rs. 3000/- non-refundable in shape of pay order in favour of KW&SB.
3)	Tender can be purchased	Accounts Officer (Revenue) 1st Floor, Old KBCA Annexe Building, Behind Civic Centre, Gulshan-e-Iqbal, Karachi during office working hours.
4)	Bid Security	2% of quoted amount in shape of pay order / bank draft, in favour of Karachi Water & Sewerage Board.
5)	Last Date of Issuing of Tender	With effect from 1st hoisting date to 4.5.2015 from 9.00 AM to 1.00 PM.
6)	Date and Time of Submission and Opening of Tender	Submission at 2.00 PM on 5/5/2015 & the same will be opened at 2:30 PM
7)	Place of Opening	The Procurement Committee-I, KW&SB at the office of the Convener / Chief Engineer (IP&D) Room No. 5, Block E, at 9th Mile Karsaz main Shahrah-e-Faisal, Karachi.
8)	Source of Funding	Own Funds of KW&SB
9)	Scope of Work	For Improvement of Water Supply System on FTM & BDM Line
10)	Estimated Cost	38.000 Million
11)	Unresponded tender will again be issued and opened on	
a)	Date of Tender Issue	11-5-2015
b)	Date of Opening of Tender	12-05-2015 from 2:00 to 02:30 PM.

### CONDITIONS

- 1) Tender can be downloaded from SPPRA website & [www.kw&sb.gos.pk](http://www.kw&sb.gos.pk) website.
- 2) The participants must quote the rates both in words and in figures. Telephone number, mobile number, postal address, fax number must be mentioned in the bids.
- 3) In case the date of opening is declared as a public holiday by the Government, or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders at the same venue and time.
- 4) The procuring agency may reject any bid subject to the relevant provision of SPPR 2010 and may cancel bidding process at any time prior to acceptance of bid or proposal as per Rule 25 of the said Rules.
- 5) The bid must be submitted in sealed cover with the following information otherwise the bid cannot be considered:-
  - a. Conditional bid cannot be accepted.
  - b. Debarred contractors will not be allowed to participate in competition of bids.

- c. PEC Registration with specialization of relevant field.
- d. Bid Security of 2% of quoted amount.
- e. 3 years experience of similar nature of job and turnover of the last 3 years.
- f. Registration with Sindh Revenue Board, Income Tax and Sales Tax (where applicable).
- g. Details of equipments, machineries and transports owned by the firm.
- h. Affidavit that the firm has never been blacklisted.

6. The Specification, drawings and details can be seen in the office of E.E (WTM-I), KW&SB.
7. All prevailing rules regarding contract data will be applicable.
8. All overwriting & corrections if any must be initialed by the bidder.
9. Schedule of work to quote the rate is enclosed.
10. Bid must be submitted in sealed cover with following information otherwise bid cannot be considered :-
  - a. Conditional bid cannot be accepted.
  - b. Debarred contractors will not be allowed to participate in competition of bids.
  - c. PEC Registration with specialization of relevant field.
  - d. Bid Security of 2% quoted amount.
  - e. 3 Years experience of similar nature of job and turnover / financial statement atleast last 3 years.
  - f. Registration with Sindh Revenue Board, Income Tax and Sales Tax (where applicable)
  - g. Details of equipments, machineries and transport owned by firm.
  - h. Affidavit that firm has never been black listed.

  
Executive Engineer(WTM-I)  
KW&SB

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## INSTRUCTIONS TO BIDDERS

(Note: (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).

### A. GENERAL

**IB.1 Scope of Bid & Source of Funds:** For improvement of water supply to Baldia, Shershah, PAF Base Masroor and Maripur ares, Karachi and stoppage of pilferage of water through illegal connections.

**1.1 Scope of Bid**

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).

**1.2 Source of Funds**

The Procuring Agency's Fund

**IB.2 Eligible Bidders**

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

- a) duly licensed by the Pakistan Engineering Council (PEC) Category in C-4 and specialization in CE-09 and ME-07.
- b) duly pre-qualified with the Procuring Agency. *(Not required)*.  
In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract.
- c) The bidders must / shall attach the information and documents mentioned below:-
  - i) company profile;
  - ii) works of similar nature and size for each performed in last 3 years at least;
  - iii) construction equipments;
  - iv) qualification and experience of technical personnel and key site management;
  - v) financial statement of last 3 years;
  - vi) information regarding litigations and abandoned works if any.

### **IB.3 Cost of Bidding**

- 3.1 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).

## **B. BIDDING DOCUMENTS**

### **IB.4 Contents of Bidding Documents**

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

1. Instructions to Bidders & Bidding Data
2. Form of Bid, Qualification Information & Schedules to Bid Schedules to Bid comprise the following:
  - i) Schedule A: Schedule of Prices/ Bill of Quantities (BoQ).
  - ii) Schedule B: Specific Works Data
  - iii) Schedule C: Works to be Performed by Subcontractors
  - iv) Schedule D: Proposed Programme of Works
  - v) Schedule E: Method of Performing Works
  - vi) Schedule F: Integrity Pact (works costing Rs 10 million and above)
3. Conditions of Contract & Contract Data.
4. Standard Forms:
  - (i) Form of Bid Security,
  - (ii) Form of Performance Security;
  - (iii) Form of Contract Agreement;
5. Specifications as per nomenclature of items of BOQ. Drawings and as per instruction of Engineer Incharge.
6. Drawing (attached)

### **IB.5 Clarification of Bidding Documents**

- 5.1 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.
- 5.2 An interested bidder, who has obtained bidding documents, may request for clarification of contents of bidding documents in writing and procuring agency shall respond to such queries 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).

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

- 6.1 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.

- 6.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.
- 6.3 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 submission of Bids.

### **C. PREPARATION OF BIDS**

#### **IB.7 Language of Bid**

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

#### **IB.8 Documents Comprising the Bid**

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

#### **IB.9 Sufficiency of Bid**

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the 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 Bidding 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**

- 11.1 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.
- 11.2 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 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*).
- 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 Bids 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 All 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 authorizing 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.
  - (d) 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:-**

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

(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 evaluation purposes only during the detailed evaluation process.

- 16.7 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 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 **Evaluated Bid Price**

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:

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

**B.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.

- 17.2 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 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 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.

- 18.2 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 Bidding Documents.

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

- 19.1 Subject to B.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 satisfactorily perform the Contract in accordance with the provisions of the IB.18.



- 19.2 Notwithstanding 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 Contract, 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 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).

**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).
- 20.2 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 stamped at rate of ----% 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.

**IB.21 Performance Security**

- 21.1 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) days 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 Rule 89).

# BIDDING DATA

(Supplement the provisions in the Instruction to Bidders)

## INSTRUCTION TO BIDDERS CLAUSE REFERENCE

- 1.1 Name of Procuring Agency  
Karachi Water & Sewerage Board
- 1.2 Brief Description of Work  
For improvement of water supply to Baldia, Shershah, PAF Base Masroor and Maripur ares, Karachi and stoppage of pilferage of water through illegal connections.
- 5.1 a) Procuring Agency's Address  
C.E(B.T&D), KW&SB, Block "B", 9<sup>th</sup> Mile Karsaz, Karachi. Phone # 99245130, 99245146, Fax # 992450186
- c) Engineer's Address  
E.E(WTM-I), KW&SB, St.6, Block # 6, Gulshan-e-Iqbal, Karachi, Ph. No. 99243063
- 10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.
- 11.2 The bidder has the financial, technical and constructional capability necessary to perform the contract as follows
- i) Financial Capacity / Annual Turnover Income (Bank Statement)
- i) Technical Capacity  
at least Category C-4 Specialization in relevant field (CE09 & ME-07)(having experience for last three years of similar nature of job).
- iii) Construction Capacity  
as required for the work as per specification mentioned in the BOQ and Drawing.
- 12.1 a) A detailed description of the works, essential technical and performance characteristics as required as per nomenclature items provided in BOQ.
- b) Complete set of technical information, description data, literature and drawing 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, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimension as other relevant information about the works to be performed.  
B.O.Q. Specification and drawing enclosed with the bid documents.
- 13.1 Amount of Bid Security  
2% of quoted amount
- 14.1 Period of Bid Validity  
90 Days
- 14.4 Number of Copies of the Bid to be submitted  
One in original
- 14.6 Procuring Agency's Address for the Purpose of Bid Submission  
C.E(IPD) Block "E" Room # 5, 9<sup>th</sup> Mile Karsaz, Karachi.

15.1 Deadline for submission of Bids

C.E(IPD) Block "E" Room No.5, 9<sup>th</sup> Mile Karsaz, Karachi. Dated 05-05-2015 at 02:00 Pm & open on 02:30 Pm, if Govt. declare holiday on same day the tender will be submitted on next working day at same venue & time.

In case of un-responded tender, the tender will be again issued upto 11-05-2015 at 01:00 Pm and submitted on 12-05-2015 at 02:00 Pm & open on 02:30 Pm at same venue.

15.1 Venue, Time and Date of Bid Opening

C.E(IPD) Block "E" Room No.5, 9<sup>th</sup> Mile Karsaz, Karachi. Dated ~~27-01-2015~~ <sup>05/05/2015</sup> at 02:30 Pm, if Govt. declare holiday on same day the tender will be opened on next working day at same venue & time.

In case of un-responded tender, the tender will be again opened on 12-05-2015 at 02:30 Pm same venue.

16.4 Responsiveness of Bids

- i) Bid is valid till required period
- ii) Bid prices are firm during currency of contract
- iii) Completion period offered is within specified limits.
- iv) Bid must be submitted in sealed cover with following information otherwise bid cannot be considered :-
  - a. Conditional bid cannot be accepted.
  - b. Debarred contractors will not be allowed to participate in competition of bids.
  - c. PEC Registration with specialization of relevant field.
  - d. Bid Security of 2% quoted amount.
  - e. 3 Years experience of similar nature of job and turnover last 3 years.
  - f. Registration with Sindh Revenue Board, Income Tax and Sales Tax (where applicable)
  - g. Details of equipments, machineries and transport owned by firm.
  - h. Affidavit that firm has never been black listed.
- v) Bid does not deviate from basic technical requirements and
- vi) Bids are generally in order etc.

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID**  
**(LETTER OF OFFER)**

Bid Reference No. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*(Name of Works)*

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

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 Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security 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.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

Signature \_\_\_\_\_

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

\_\_\_\_\_  
*(Name of Bidder in Block Capitals)*

*(Seal)*

## **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

S. No.	
i)	Preamble to Schedule of Prices
ii)	Schedule of Prices
(a)	Summary of Bid Prices
(b)	Detailed Schedule of Prices / Bill of Quantities (BOQ)

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 System International<sup>e</sup> Unites (SI Units).

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*(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 - A TO BID

SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
	<b>I. (Civil works)</b>			
1.				
2.				
3.				
	<b>II. Internal sanitary and water supply</b>			
1.				
2.				
3.				
	<b>III. Electrification</b>			
1.				
2.				
3.				
	<b>IV. External Development Works</b>			
1.				
2.				
3.				
	<b>V. Miscellaneous Items</b>			
1.				
2.				
3.				
<p>Total (to be carried to Summary of Bid Price)                      Add/ Deduct the percentage quoted above/below on the prices of items based on                      Composite Schedule of Rates.</p>				

OFFICE OF THE EXECUTIVE ENGINEER  
WATER TRUNK MAIN DIVISION-I, KW&SB

B.O.Q.

SUBJECT: PROVIDING / LAYING OF 18" DIA M.S. LINE FROM C ROAD,  
NAZIMABAD NO.2 TO HABIB BANK ROUND ABOUT  
(INTERCONNECTION OF FTM TO BDM)

Item No.	DESCRIPTION OF ITEM	QTY.	RATE		PER	AMOUNT
			In Figure	In Word		
1)	Dismantling of existing asphalt concrete road including base, sub base, and disposal of dismantled materials to designated places.	2100				
2)	Excavation for pipe line in trenches and pits in all kind of soil of murum i/c trimming and dressing sides to true alignment and shapes leveling of beds of trenches to correct level and grade, cutting joint holes and disposal of surplus earth within a one chain as directed by Engineer Incharge, P fence guards, lights, flags and temporary crossing for non vehicular traffic whenever require lift upto 5 ft and lead upto one chain Upto 1.5 meter dept	18750			%Sft	
3)	Add for additional lift of every three feet or part thereof, for excavation for pipelines and storage tanks, trenches and pits.				%0 Cft	
	From (5'-8')	11250			%0Cft	
	From (8'-11')	3600			%0Cft	
	From (11'-14')	3600			%0Cft	
4)	Sand Haro	7650			%Cft	
5)	Cement concrete plain including placing compacting, finishing and curing, complete (including screening and washing of stone aggregate with out shuttering) (Ratio 1:2:4)	33851.25			%Cft	

Item No.	DESCRIPTION OF ITEM	QTY.	RATE		PER	AMOUNT
			In Figure	In Word		
6)	Erection and removal of centering for R.C.C. or plain cement concrete works for Partial wood Vertical	18000				
7)	Manufacturing , Supplying and fixing black steel Pipe made out of M.S Sheet conforming to API 5L grade X-42 ERW external bitumen coating with fiber Glass 5.0mm Thick & internally C.C lining 8.0mm thick (AWWA specification) including laying & jointing with hilical wields in tranches including the cost of bands of any degree and testing with water specified pressure for different dia of pipes. (18"Ø) (straight) 6.4 mm thick	4000			%Sft	
8)	Providing and Fixing M.S Flange made of M.S plate having a thickness and total weight as mentioned against each item. It includes the cost of making holes, facing, welding, nuts, bolts, rubber packing, white lead, fitter, cartage etc. complete 18" ( 1/2" thick plate) 115.7 Kg	06			P/Rft	
8-A)	Providing and fixing M.S bend fabricated with 3/8" thick M.S plate having an outer length and total weight as mentioned against each item. 18"Ø (outer length 4.7ft and weight 115.71 Kg)	12			Each	

Item No.	DESCRIPTION OF ITEM	QTY.	RATE		PER	AMOUNT
			In Figure	In Word		
9)	Providing & Fixing M.S Split Collar Tee on PRCC Pipe of Different sizes having wide as mentioned against each item, to suit the size of connection. Fabricated with 3/8" thick M.S plate excluding the cost of the neck. It includes the cost of 3/4" thick M.S square bars on both ends, 4 Nos. 3/4" thick M.S flanges with a total weight as mentioned against each item it also includes the cost of nuts and bolts, rubber packing, labour and sealing material and all the tools and pants.					
	Weight 338.39 33"x33"(3'-6")	02			Each	
	Weight 270.22 24"x24"(3'-6")	02			Each	
10)	Providing and fixing 0-9" long 3/8" thick M.S neck to existing M.S pipe or to a split collar tee having a total weight as mentioned against each item. It i/c. the cost of fabrication and welding to the split collar tee. 18"Ø (weight 49.089 kg	04			Each	
11)	Construction of C.C. block masonry chambers with 24" X 24" C.I. Cover & frame weighing 65Kg fixed on RCC 1:2:4 slab 6" thick with steel 1/2" dia for main bars @ 6" c/c bent up both side & both ways bars, 8" thick C.C. 1:3:6 block masonry walls set in 1:6 C.M 6" thick C.C. 1:4:8 in foundation, 2" thick C.C. 1:2:4 flooring 1/2" thick cement plaster 1:6 to all inside wall surfaces, top and bottom slab, outer side wall surface 1'-0" deep up to roof slab i/c. M.S. foot rest 5/8" dia bars every 2'-0" deep, curing, excavation, dewatering, re-filling, etc. complete. 6' X 6' X 6'(inside dimensions)	10			Each	

Item No.	DESCRIPTION OF ITEM	QTY.	RATE		PER	AMOUNT
			In Figure	In Word		
12)	Providing Ductile Iron double Flange Butterfly Valve Bs-5155 PN-16 Stainless Steel 304 Shaft NBR body, hard Chrome edge disc, with gear and handle wheel operated (from SIAM Cast works Bangkok, Thailand)					
	32"Ø	01			Each	
	24"Ø	02			Each	
	18"Ø	03			Each	
13)	Fixing of Butterfly valves with 2-M.S flanges including the cost of nuts bolts and rubber packing, labour etc complete.					
	32"Ø	01			Each	
	24"Ø	02			Each	
	18"Ø	03			Each	
14)	Double acting Air Valve (Local)					
	6"Ø	06			Each	
15 (a)	Preparing Sub-Base by supplying and spreading well grade pit or bed run gravel having a liquid limit not greater than 25 and plasticity index not greater than 3 inches proper chamber and grade i/c watering rolling and compaction in layers thickness of each compacted layer not exceeding 6" compacted upto 98-100% density as per modified AASHO density (Rate i/c all cost of material T&P and carriage upto 3 chains)	3150			%Cft	

Item No.	DESCRIPTION OF ITEM	QTY.	RATE		PER	AMOUNT
			In Figure	In Word		
15 (b)	Providing 1-½" Thick (consolidated) premixed carpet in proper camber and grade including supplying 15 Cft. hill sand (of approved quality and grade) bitumen of 80/100 penetration including mixing in mechanical mixer in required proportion including heating materials and cleaning the road surface ( Hill sand 3 Fct: for mixing and 2.0 Cft: for dusting) ( Rate includes all cost of materials T&P and carriage upto 3 chains). Using Much Bajri	2100			%Sft	
16)	Full hire charges of pumping set per day i/c. the cost of assistant, driver, fuel and electric energy charges platform required at various depths for placing pump and dismantling with suction and delivery pipe etc. complete.	324			P/ Day	
17)	Synthetic bags new / 1st bharti 4 to 5 capacity with sand or earth sewing laying in position under water	6000			Each	
18)	Preparing Sub-base by supplying and spreading stone metal 1-1/2"-2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing mixed with shingle pit run gravel fines having P.I of not more than 6% in the ratio 2:3 including watering & compacting to achieve 98- 100% density as per modified AASHO specifications. (Rate includes all cost of materials T&P and carriage upto 3 chains).( specially required and recommended near and on trunk mains to minimize the chances of illegal connection through underground boring)	12000			%Cft	



Item No.	DESCRIPTION OF ITEM	QTY.	RATE		PER	AMOUNT
			In Figure	In Word		
19)	Providing & installation deep well turbine pump type B1ED/2+ 150 HP/4P KSB Motor +MCU with pump having minimum discharge of 2750 gls/min and pressure head of 125 Rft Minimum and other accessories complete in all respect	01			Each	
20)	Refilling the excavated in trenches 6" thick layer i.c watering ramming to full compacting etc complete	17550			% 0Cft	
Total Rs.						
(Rupees _____ )						

I / We hereby quoted the cost of Rs. \_\_\_\_\_  
for execution of the above work and I / We hereby undertaking  
to accept all clauses of SPPR, 2010.

*(Signature)*  
Executive Engineer,  
(WTM-I), KWSB.

Signature of Contractor  
with Name of Firm & Seal

Address : \_\_\_\_\_  
\_\_\_\_\_

Contact # \_\_\_\_\_

1. Tender's received in Sealed Cover (Y/N) and opened by Procurement Committee-I
2. No cutting and overwriting found.
3. Pay order No. \_\_\_\_\_ drawn Bank amount \_\_\_\_\_ dated \_\_\_\_\_
4. Quoted Amount Rs. \_\_\_\_\_  
(words \_\_\_\_\_ )  
After rebate if any.

Accounts Officer(WTM)

Superintending Engineer KMC

Adl. Dir(I.A) KMC

Chief Engineer(B.T&D)  
KW&SB

Chief Engineer(IPD),  
K.W.&.S.B.

## ELIGIBILITY AND EVALUATION CRITERIA

Bids shall be considered if the following information are available with the bid :-

- 1) PEC Registration in Category C-4, specialization in relevant field (CE-09 & ME-07)
- 2) NTN and Sales Tax, and registration with Sindh Revenue Board (Where applicable).
- 3) The bid of the black listed and debarred contractors will not be considered.
- 4) Atleast 3 Year experience of relevant / similar nature of job.
- 5) Financial Statement / Turnover at least (03) Three Years.
- 6) Bid security of required amount as mentioned in NIT.
- 7) Details of equipments, machineries and transport own by firm.
- 8) Conditional bid will not be considered.
- 9) Affidavit that firm has never been black listed.
- 10) Bid will be evaluated according to SPPR 2010.(Amended 2014)
- 11) Rate must be quoted in figures and words
- 12) Name of firm, postal address, telephone number, fax number, email address must be written.
- 13) Bid shall be properly signed by Contractor and stamped.
- 14) Bid shall be in sealed cover.

**SCHEDULE – C TO BID**

**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 Sub-Contractors works previously executed. <i>(attach evidence)</i>

**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.

## **SCHEDULE – D TO BID**

### **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.

## SCHEDULE – E TO BID

### 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.
- Organization 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. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [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.

[name of Contractor] 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.

[name of Contractor] 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 times 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.

----- [Procuring Agency]	[Contractor]
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## **CONDITIONS OF CONTRACT**

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**CONDITIONS OF CONTRACT**

<i>Clause No.</i>	<i>Description</i>
1	General Provisions
2	The Procuring Agency
3	Engineer's/Procuring Agency's Representatives
4	The Contractor
5	Design by Contractor
6	Procuring Agency's Risks
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10	Variations and Claims
11	Contract Price And Payment
12	Default
13	Risks and Responsibilities
14	Insurance
15	Resolution of Disputes
16	Integrity Pact



## 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
- 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.
- 1.1.6 Party means either the Procuring Agency or the Contractor.
- 1.1.7 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
- 1.1.8 Day means a calendar day
- 1.1.9 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.
- 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.

- 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.
- 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
- 1.1.20 **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 organizations.  
Words importing singular or one gender shall include plural or the other gender where the context requires

## 1.3 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as 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 **Authorized 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;
- 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 traveling 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
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the 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 Maintenance 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 minimize any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

**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 demobilize from the Site.

**12.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by Notice terminate the Contract immediately. The Contractor shall then demobilize from the 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 demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the works not executed at the date of termination.

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

### 13 **RISKS AND RESPONSIBILITIES**

#### 13.1 **Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the 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.



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.

16 **INTEGRITY PACT**

16.1 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 Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) 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.)*

### Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, (Attached)
- 1.1.4 **The Procuring Agency** means (KW&SB).
- 1.1.5 **The Contractor** means Person submitted and quoted a bid
- 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.
- 1.1.9 **Time for Completion** (90 Days)
- 1.1.20 (Mohammad Asif Qadri),  
Executive Engineer, Water Trunk Main Division-I, KW&SB.
- 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) Contract Data
  - e) Conditions of Contract
  - f) The completed Schedules to Bid including Schedule of Prices
  - g) The Drawings, if any
  - h) The Specifications
- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: Executive Engineer, Water Trunk Main Division-I.
- 3.2 Name and address of Engineer's / Procuring Agency's representative  
A.E.E(FTM), Water Trunk Main Division-I, KW&SB.  
St.6, Block # 6, Gulshan-e-Iqbal, Karachi.
- 4.4 **Performance Security:**  
Amount 5% of the quoted cost.  
Validity at least 90 Days beyond the date of completion.  
*(Form: As provided under Standard Forms of these Documents)*
- 5.1 **Requirements for Contractor's design : (as per drawing attached)**

- 7.2 **Programme:**  
**Time for submission:** Within fourteen (14) days\* of the Commencement Date.  
**Form of programme:** BAR CHART
- 7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (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 omitted / deleted (No bonus)**  
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 from the date of completion.
- 10.2 (e) **Variation procedures:**  
Day work as per rules
- 11.1 **Terms of Payments**  
(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:**  
On the basis of Basic Rates of Sindh Composite Schedule 2011 & Sindh Schedule Rate 2012 & Market Rate
- 11.3 **Percentage of retention\*:** five (5%)
- 11.6 **Currency of payment:** Pak. Rupees
- 14.1 **Insurances:** (As per rule)
- 15.3 **Arbitration** (As per rule)

## 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 by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with  
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 request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called The Procuring 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 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-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

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 fulfillment 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 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.

Witness:

1. \_\_\_\_\_  
Corporate Secretary (Seal)
2. \_\_\_\_\_  
\_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Guarantor (Bank)

1. Signature \_\_\_\_\_
2. Name \_\_\_\_\_
3. Title \_\_\_\_\_

Corporate Guarantor (Seal)

**FORM OF PERFORMANCE SECURITY**  
**(In case of 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 of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, 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 accepted the Procuring Agency's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring 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 be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to

pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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

Witness:

3. \_\_\_\_\_  
Corporate Secretary (Seal)  
4. \_\_\_\_\_  
(Name, Title & Address)

\_\_\_\_\_  
Guarantor (Bank)

4. Signature \_\_\_\_\_  
5. Name \_\_\_\_\_  
6. Title \_\_\_\_\_

Corporate Guarantor (Seal)



# FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the —Agreement□) made on the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ between one part and \_\_\_\_\_ (hereinafter called the Procuring Agency□) of the part. \_\_\_\_\_ (hereinafter called the Contractor□) of the other

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

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid 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 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)

## **SPECIFICATIONS**

*[Note for Preparing the Specifications]*

The work must be executed as per nomenclature of the Item 1 & 2  
and as per specification of Sindh Schedule 2012.

## DRAWINGS

Attached

*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).*