# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA



**a**: 074-9410063 Fax No: 074-4044416 No: TC/G-55/ 705 / of 20: Larkana Dated: 9/3/20:

# **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested contractors/firms as per SPP Rules 2010 (amended 2013)

### List of Works

Sr. No:	Name of work	Estimated Cost	Earnest 2% Money	Tender Fee	Completion Period
01.	Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction (01 No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03 Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:) along Sub Drain 2L Panhwaro.	29.090	581800	2500	24 Months
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB (02 No:), W/C Xing (01 No:) along Ghar L Channel, W/C Xing (02 No:), Open Type inlet (02 No:) along Ghar Main Drain & Generator Room (01 No:) @ Ghar Pumping Station	35.951	719020	2500	24 Months
03.	Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB (01 No:), W/C Xing (03 No:), Open Type inlet (04 No:) along Ghar Main Drain	34.416	688320	2500	24 Months
04.	Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB (01 No:), W/C Xing (04 No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar	37.225	744500	2500	24 Months
05.	Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R ,Sub Drain 2R Nasirabad, Reconstruction of W/C Xing (02 No:), Open Type inlet (04 No:) along Ghar Main Drain, Reconstruction of W/C Xing (02 No:), VRB (01 No:) along Nasirabad Branch Drain	41.082	821640	2500	24 Months
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB (01 No:), W/C Xing (03 No:) along Badeh Branch Drain	35.896	717920	2500	24 Months
07.	Bed Clearance of Nasir Branch Drain from RD: 0+0 to 62+0, Reconstruction of VRB (01 No:), W/C Xing (05 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.575	791500	2500	24 Months
08.	Bed Clearance of Ghar Main Drain from RD: 80+0 to 105+0, Sub Drain 5L Ghar, & Reconstruction of Junction culvert (01 No:) along Nasir Branch Drain, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.219	784380	2500	24 Months
09.	2 xx 1 D 1 D 1 D 10 to	34.713	694260	2500	24 Months

13565

			T		
10.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain 1L, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 18+00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14.	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope

4. Bidding/Tender Documents:

- (i) **Issuance:** Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM *on* payment of tender fee (Non- refundable-mentioned against each item in the list).
- (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
- (iii) **Opening:** will be opened on 31-03-2015 @ 1.45 PM
- (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal) : Executive Engineer North Dadu Drainage Division SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

- (v) Un-responded tenders will be again issued/submitted/opened on following dates:- 2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM
- 5. Terms & Conditions.
  - (a) Under following conditions bid will be rejected:-

(i) Conditional and telegraphic bids/tenders;

(ii) Bids not accompanied by bid security of required amount and form;

(iii) Bids received after specified date and time.

(iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost *(mention number of projects with their cost)* under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;

(iv) Affidavit that firm has never been black listed;

### (Ghulam Mujtaba Dhamrah)

Executive Engineer North Dadu Drainage Division Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.

4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.

5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.

6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.

7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.

8) Notice Board Local.

(Ghulam Mujtaba Dhamrah)

Executive Engineer
North Dadu Drainage Division
Larkana

# SPARIDING DOCUMENTA

# STANDARD FORM OF BIDDING DOCUMENT

### **FOR**

# PROCUREMENT OF WORKS

"Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction 01 No:, VRC 03 Nos:, DRC 01 No:, W/C xing 03 Nos:, Open type inlet 06 Nos:, Pipe inlets 10 Nos: along Sub Drain 2L Panhwaro."

**Executive Engineer North Dadu Drainage Division Larkana** 

Issued to M/S:

INSTRUCTIONS TO PROCURING AGENCIES

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

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

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

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

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

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

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

### D. Instructions to Bidders

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

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

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

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

### E. Bidding Data

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

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

### F. Schedules to Bid

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

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

### G. Conditions of Contract

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

### H. Contract Data

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

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

### **SUMMARY OF CONTENTS**

(l)	INVITATION FOR BIDS	02
$(\Pi)$	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(111)	FORM OF BID & SCHEDULES TO BID	19
(lV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(Vi)	SPECIFICATIONS	67
(V:I)	DRAWINGS	68

# INVITATION FOR BIDS

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA

: 074-9410063

Fax No: 074-4044416

No: TC/G-55/ 705/of 2015 Larkana Dated: 9/3/2015

# **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders or Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested centractors/firms as per SPP Rules 2010 (amended 2013)

List of Works

Sr. No:	Traine of Work	Estimated Cost	Earnest 2%	Tender Fee	Completion Period
01.	Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction (01 No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03 Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:) along Sub Drain 2L Panhwaro.	29.090	581800	2500	24 Months
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB (02 No:), W/C Xing (01 No:) along Ghar L Channel, W/C Xing (02 No:), Open Type inlet (02 No:) along Ghar Main Drain & Generator Room (01 No:) @ Ghar Pumping Station	35.951	719020	2500	24 Months
03. <del>04</del> .	Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB (01 No:), W/C Xing (03 No:), Open Type inlet (04 No:) along Ghar Main Drain	34.416	688320	2500	24 Months
05.	Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB (01 No:), W/C Xing (04 No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar	37.225	744500	2500	24 Months
06.	Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R ,Sub Drain 2R Nasirabad, Reconstruction of W/C Xing (02 No:), Open Type inlet (04 No:) along Ghar Main Drain, Reconstruction of W/C Xing (02 No:), VRB (01 No:) along Nasirabad Branch Drain	41.082	821640	2500	24 Months
	Bed Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB (01 No:), W/C Xing (03 No:) along Badeh Branch Drain	35.896	717920	2500	24 Months
07.	Bed Clearance of Nasir Branch Drain from RD: 0+0 to 62+0, Reconstruction of VRB (01 No:), W/C Xing (05 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.575	791500	2500	24 Months
8.	105+0, Sub Drain 5L Ghar, & Reconstruction of Junction culvert (01 No:) along Nasir Branch Drain, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.219	784380	2500	24 Months
9. '	Bed Clearance of Kamber Branch Drain RD: 0+0 to 35+500, Sub Drain 1L, 2L Kamber System, Reconstruction of Junction culvert (01 No:) along Sub Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet 05 No: along Kamber Branch Drain	34.713	694260	2500	24 Months

10.	Bed Clearance of Pahnwaro Branch Drain from RD:		<u> </u>		
11.	Neconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37,109	742180	2500	24 Month
12,	38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	0+0 to 186=00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14.	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope

4. Bidding/Tender Documents:

- (i) Issuance: Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM on payment of tender fee (Non- refundable-mentioned against each item in the list).
- (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
- (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
- (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal)

: Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No. 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

### 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.(iv) Black listed firms.

- (b) Bid validity Period: - 90 days
- Procuring Agency may reject all or any bids subject to the relevant provisions of (c) Sindh Public Procurement Rules 2010.
- Responsive Bidder is required to submit following documents with bid: d)
  - List of similar assignments with cost (mention number of projects with their (i) cost) under-taken over the past 03 years;
  - Details of equipments, machineries and transport owned by firm/contractor; (ii)
  - Financial Statement (summary) and income tax return for the last 03 years; (iii)

Affidavit that firm has never been black listed; (iv)

> (Ghulam Mujtaba Dhamrah) Executive Engineer North Dadu Drainage Division Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1st Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

- 3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.
- 4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.
- 5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for
- 6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.
- 7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.
- 8) Notice Board Local.

(Ghulam Mujtaba Dhamrah)

Executive Engineer North Dadu Drainage Division Larkana

### INVITATION FOR BIDS

				Bid Ro	Date: eference No.:	
1.	bids from approprie-quark Agency	om interested firm riate category( n alified(if pre-quant for the Works,	[enternation   [enter	nsed by the Pakis orks costing Rs . for specific sche title, type and fi	stan Engineering 2.5 million or les eme/project) with nancial volume o	Council in the ss) and/or duly the Procuring
2.	on subr non-ref acquire	mission of a writ undable fee of the Bidding	ng Documents maten application to Rupees  Documents from (Maili	the office given  the Office	below and upor	payment of a
3.	(Rupees the for to hours, of the pre	s m of ( <i>pay orde</i> on	panied by a Bid Se  or / demand dray  (Indicate Adda  (Date). Bids will lest representatives or differs].	or It / bank guard ress and Exact Lo be opened at	percentage on natee) and must ocation) at or bef hours on the	of bid price in be delivered ore
[N:	ote: 1. 2.		icy to enter the requestion of the content of the c			

### INSTRUCTIONS TO BIDDERS & BIDDING DATA

### Notes on the Instructions to Bidders

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

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

### TABLE OF CONTENTS

# INSTRUCTIONS TO BIDDERS

Clause No.	Description Page No.
	A. GENERAL
IB.1	Scope of Bid & Source of Funds
IB.2	Eligible Bidders6
IB.3	Cost of Bidding7
	B. BIDDING DOCUMENTS
IB.4	Contents of Bidding Documents
IB.5	Clarification of Bidding Documents
IB.6	Amendment of Bidding Documents 8
	C- PREPARATION OF BID
IB.7	Language of Bid8
113.8	Documents Comprising the Bid 8
113.9	Sufficiency of Bid
IB.10	Bid Prices, Currency of Bid & Payment9
16.11	Documents Establishing Bidder's Fligibility and Qualifications 9
IE.12	Documents Establishing Works Conformity to
	Bidding Documents9
IB.13	Bidding Security
15.14	Validity of Bids, Format, Signing and Submission of Bid 10
	D-SUBMISSION OF BID
IE15	Deadline for Submission, Modification & Withdrawal of Bids 11
E. BID OPE	NING AND EVALUATION
IB.16	Bid Opening, Clarification and Evaluation
IB.17	Process to be Confidential
F. AWARD (	OF CONTRACT
IB.18	Qualification
IB.19	Award Criteria & Procuring Agency's Right
IB.20	Notification of Award & Signing of Contract Agreement 14
IB.21	Performance Security
IB.22	Integrity Pact

### 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

### 1B.1 Scope of Bid & Source of Funds

### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

### **IB.2** Eligible Bidders

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

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

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

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (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 1B.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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

### **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 quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

- 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.
- 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

### 1B.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.
  - 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.
  - Power of Attorney in accordance with IB 14.5.
  - 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 natters 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

- 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
  - (2) 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 13.13 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. It 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 —ORIGINALI and —COPYI 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

- Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
  - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data:
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (2) 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.
- 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 V/ithdrawal 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

# 1B.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 bic ders

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

- i) has been not properly signed;
- 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 g ven 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.
- excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively.

### **IB.17** Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price a djustments made, final evaluated prices and recommendations against all the bids evaluated.
- Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.
- 17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q);
- (i) —Coercive Practicel 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 Practicel 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 knowing y or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit o 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.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of 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).

### 1B.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 Acceptancel) 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 1B.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**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Biddirg Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

## Instructions to Bidders

Clause Reference

### 1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

### **Brief Description of Works**

Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction 01 No: , VRC 03 Nos: , DRC 01 No: , W/C xing 03 Nos: , Open type inlet 06 Nos: , Pipe inlets 10 Nos: along Sub Drain 2L Panhwaro.

- 5.1 (a) Procuring Agency's address:
  - Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - (b) Engineer's address:

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

- 10.3 3id 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: (Insert required capabilities and documents)
  - i. Financial capacity: (must have turnover of Rs----Million);
  - ii. Technical capacity (mention the appropriate category of registration with PEC and qualification and experience of the staff);
  - iii. Construction Capacity: (mention the names and number of equipments required for the work).

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

### 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

### 14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

### 14.4 Number of Copies of the Bid to be submitted:

One original plus two copies.

### 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

### 15.1 Deadline for Submission of Bids

Fime: 1.00 PM on 31-03-2015.

### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

### 16.4 Responsiveness of Bids

i) Bid is valid till required period,

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.

"Procuring agency can adopt either of two options. (Select either of them)

- (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
- (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

# FORM OF BID (LETTER OF OFFER)

Bid Reference No.				
(Nai	ne of Works)			
Tc:				
Gentlemen,				
1.	Flaving 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.			
	we, the undersigned, being a company doing business under the name of and address			
	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			
	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.

day of	, 20
<del></del>	
duly au	thorized to sign bid for and on behalf of
Capitals)	
	(Seal)
·	
	····
	duly au

# SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

### SCHEDULE - A TO BID

### SCHEDULE OF PRICES

Sr. No.	<u>Page No.</u>
l.	Preamble to Schedule of Prices 24
2.	Schedule of Prices
	*(a) Summary of Bid Prices
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOO)

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

### PREAMBLE TO SCHEDULE OF PRICES

### 1. General

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

### 2. Description

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

### 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d'Unites (FPS Units).

FPS System

(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 entorby the bidder will not be paid to by the Procuring Agen executed and shall be deem enver by the rates and paid to the items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deem to har cobtain a information as to and all requirement and it is here to which may affect the bid price.
  - \*(b) The Contract stall the particle to make complete arrange the state of the Plant to the Site.

zency may me lify as appropriate)

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

### 5. Bid Prices

### 5.1 Break-up of Bid Prices

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

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

### 5.2 Total Bid Price

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

### 6. Provisional Sums and Day work

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

# SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

Bili _No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2	Internal sanitary and water supply	
3	Diectrification	
4	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
	Earthwork	
•	Hard Crust and Surface Treatment	. •
	Culverts and Bridges	
	Miscellaneous Items	
	The second results	
	(C) Public Health Engineering Works.	
	Earthwork	
	Subsurface Drains	
	Pipe Laying and Man holes	
	Tube wells, Down to	
	Tube wells, Pump houses Compound wall	
	Miscellaneous Items	
i	whise traineous items	
1		
] ,	"Construction of Sub Drain 2L Pahnwaro"	
-		
		•
1		
		1
1		
		1
To	otal Bid Price (The amount to be entered in Paragraph d) (In words).	Loftha Form - C
Вí	d) (In words).	1 Of the roll of

## SCHEDULE "B"

Package No: 01

Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction 01 No: , VRC 03 Nos: , DRC 01 No: , W/C xing 03 Nos: , Open type inlet 06 Nos: , Pipe inlets 10 Nos: along Sub Drain 2L Panhwaro.

S. No	and Sub Drain 2L Tannward.				
S. No	Description	Quantity	Rate	Unit	Amount
1	Earth work excavation in Irrigation channel, drains etc complete drassed to designed section grade and profile in 50 ft; lead (a) in or linary soil.(S.I.No.5(a)P-I)	735000.00 Cft:	2420.00	‰ Cft	1778700
2	Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary so I (Page No: 1, Item No: 3 (a)	1026633.75 Cft:	2117.50	%oCft	2173897
3	Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, sp.wal, coal, lime, surkhi etc B G, rail fastening points and crossing br dges, girders, pipes, 10" x 5"or 1000 mounds of fuel wood by trecks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)	1010207.75.60	579.41	%Cft	5906493
4	Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page-3, Item No.11 (b)		187.55	‰ Cft:	329573
5	Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36)	40800.00 Cft:	420.00	‰Cft	17136
6	Expanding in foundation of buildings, bridges & other structure i/c day bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft; in ordinary soil (P-4 Item No:18(b)	88690.45 Cft:	3176.25	%o Cft:	281703
7	Ex ra for wet earth work (P-3 Item No:15)	32095.63 Cft:	1058.85	‰ Cft:	33984
8	Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for puriping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED)	105.00 days	1500.00	P.day	157500
9	NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, 1-23 (ii) Note: (PHED)	1680.00 Hrs:	188.00	P.Hrs	315840
10	Cerrent concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shurtering ratio 1:3:6 (P-18 Item No: 5 (h)	8311.75 Cft:	12595.00	% Cft:	1046865
11	Pac a brick work other than buildings i/c stricking of joints up to 20 ft; height in cement sand mortar 1:3: (Page No: 21 item No:7(i) (b)	20807.33 Cft:	13387.69	% Cft:	2785621
12	Erection and removal of centering for RCC or plain cement concrete work of Deodar wood 2nd class vertical (P-21,1-18 a (ii)	2661.76 Sft:	7000.0	% Sft:	186323
13	Cen ent concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:2:4 (P-15 Item No: 5 (f)	1183,45 Cft:	14429.25	% Cft:	170763

S. No	Description	Quantity	Rate	Unit	Amount
14	Reinforced coment concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending & finishing the exposed surface (i/c screening & washing of shingle) (a) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. (i) Ratio (1:2:4) 90 lbs cement, 2 cft: sand, 4 cft: shingle 1/8" to 1/4" gauge. (P-15&16, Item 6 (i)	15390,88 C	ft: 337.00	P: Cft:	5186725
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making joints and fastenings including cost of binding wire also includes removal of rust from bars.	721.23 C	wt: 4820.20	P.Cwt:	3476491
16	R thandling of Earth work (b) up to lead of 50 ft: (Page-2, Item No.9	295784.00 Ci	ft: 1058.75	%oCft	313161
	Cement Pointing struck joints on walls (b) Ratio 1:3 (P-52 item No:19 (b)	1836.00 S	ft: 1213.58	% Sft:	22281
18	Stone filing dry hand packed as filling behind retaining walls or in piching and aprons. (P- 36, Item No:16)	4125.00 Ci	fi: 2684.00	% Cft:	110715
19	D smantling & Removing Mettling Road (Page No:14, Item No: 51)	14300.00 Cf	t: 5445.00	%Cft	778635
20	Coment Plaster 1:3 up to 12' height (P-51 Item No:10 (b)	4741.56 Sf	t: 2344.59	% Sft:	111170
21	Providing, Laying RCC Pipes & Collars of Class 'B' and fixing in trench i/c cutting, fitting & jointing with maxphalt composition &	400.00 Cf	t: 286.00	P.Rft:	114400
22	Fernation dressing & Preparing Sub Grade (a) in Bed (P-73 Item No:1 (a)	1920.00 Sfi	1: 326.70	% Sft:	6273
	Fermation dressing & Preparing Sub Grade (b) on slop (P-73 Item No:1(b)	2459.60 SN	1: 453.75	% Sft:	11160
24	Stone Pitching including Sub-base with Hammer dressed stone on su face laid in course including carriage of matter with 3 chain (Page No: 31 item No:23	5217.30 Cf	t: 5377.63	% Cft:	280567
				Total Rs:	25595976

Chulam Mujtaha Dhamraho
Executive Engineer
North Dadu Drainage Division
Larkana

## SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	fl.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
Total (re				

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.

## \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

## WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



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

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

#### PROPOSED PROGRAMME OF WORKS

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

## METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The parrative 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 NoContract Value:Contract Title:	·		
or induced the procurement benefit from Government of S or any other entity owned or o	of any contract, rig Sindh (GOS) or any	administrative subdivision o	ner obligation or
Without limiting the gener warrants that it has fully de anyone and not given or agr or outside Pakistan either a including its affiliate, agent sponsor or subsidiary, any codescribed as consultation for procurement of a contract, whatsoever form from, from declared pursuant hereto.	eclared the brokerag reed to give and shal directly or indirectly, associate, broker, commission, gratificate ee or otherwise, wi fight, interest, pr	e, commission, fees etc. pa Il not give or agree to give t y through any natural or j consultant, director, promo tion, bribe, finder's fee or ki th the object of obtaining fivilege or other obligation	id or payable to o anyone within juridical person, ter, shareholder, ckback, whether or inducing the
name of Contractor] accepts nake full disclosure of all a related to the transaction with circumvent the above declarated	greements and arrain PA and has not take	ngements with all persons ten any action or will not tal	in respect of or
name of Contractor] accept declaration, not making full of defeat the purpose of this declaright, interest, privilege or othe without prejudice to any other other instrument, be voidable as	disclosure, misrepre laration, representati her obligation or ben r rights and remedies	senting facts or taking any on and warranty. It agrees the efit obtained or procured as	action likely to hat any contract, aforesaid shall
Notwithstanding any rights Supplier/Contractor/Consultar on account of its corrupt busing equivalent to ten time the stickback given by [name of Che procurement of any contracts of the procurement of the	nt] agrees to indemni ness practices and fu sum of any commi Contractor] as aforesa	ify PA for any loss or damage rther pay compensation to P ssion, gratification, bribe, aid for the numose of obtain	ge incurred by it A in an amount finder's fee or ling or indusing
[Procuring Agency]		[Contractor]	

CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

## CONDITIONS OF CONTRACT

Clause No	Description	Page No
General Provisi	ons	35
2. The Procuring A	Agency	37
3. Engineer's/Proc	curing Agency's Representatives	37
4. The Contractor.		38
5. Design by Cont	ractor	38
6 Procuring Agen	cy's Kisks	39
7 Time for Comp	letion	40
8. Taking Over		41
9 Remedying Def	ects	41
	Claims	
11. Contract Price A	And Payment	43
12. Default	***************************************	44
13. Risks and Resp	onsibilities	46
11. Insurance		46
15. Resolution of E	Disputes	47
	, 	

## 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

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

#### Persons

- —Procuring Agencyl 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 —Partyl means either the Procuring Agency or the Contractor.

#### Dates, Times and Periods

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

#### Money and Payments

I.I.1( —Costl 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. 1 —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. 2 —Countryl means the Islamic Republic of Pakistan.
- 1.1. 3 Procuring Agency's Risksl means those matters listed in Sub-Clause 6.1.
- 1.1. 4 —Force Majeurel 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.
- I.1. 5 Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1. 6 —Plant means the machinery and apparatus intended to form or forming part of the Works.
- -Site! means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1. 9 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.

#### L.J. Law

motel left to adding the control of the velocial through a three to the control of the control o

#### A ammunications

Z. C. Commonne attemps to Jako d. Co. Ope. C. Contract, smill to co. (Co.), Str. Is bunguage.

#### 1.6 Salatatory Obligations

The Continuous 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, licenses 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.

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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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 Maintenances Period.

#### 9. REMEDYING DEFECTS

## 9.1 Remedying Defects

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

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

## 9.2 Uncovering and Testing

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

#### 10. VARIATIONS AND CLAIMS

#### 10.1 Right to Vary

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

## 10.2 Valuation of Variations

Variations shall be valued as follows:

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

## 10:3 Changes in the Quantities.

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

#### 10.4 Early Warning

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

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

## 10.5 Valuation of Claims

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

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

#### 10.6 Variation and Claim Procedure

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

## 11. CONTRACT PRICE AND PAYMENT

#### 11.1 (a) Terms of Payments

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

Provided that the Interim Payment shall be caused in thirty (30) days and Final Payment in 60 days in case of foreign funded project. In the event of the failure of the Procuring Agency to make payment within 90 days then Procuring Agency shall pay to the Contractor compensation at the 28 days rate of K1BOR+2% per annum in local currency and L1BOR+1% for foreign currency, upon all sums unpaid from the date by which the same should have been paid.

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

#### 11.3 Interim Payments

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

#### 11.4 Retention

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

## 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### 12. DEFAULT

#### 12.1 Defaults by Contractor

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

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

## 12.2 Defaults by Procuring Agency

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

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

## 14. INSURANCE

#### [4.] Arrangements

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

#### 14.2 Default

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

#### 15. RESOLUTION OF DISPUTES

#### 15.1 Engineer's Decision

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

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

#### 15.2 Notice of Dissatisfaction

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

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

## 15.3 Arbitration

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

#### 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
	ditions of Contract
1.1.3	or brainings, if ally
	(To be listed by the Procuring Agency)
1,1,4	
	Executive Engineer, North Dadu Drainage Division Larkana
1.1.5	The Contractor means
	<del></del>
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 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
	Trocuring Agency)
1.1.20 belor	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details
1.1.20 belon	O Engineer (mention the name along with the designation including whathan to
1.1.20 <b>bel</b> on	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,
ocioni	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:
1.3	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement
1.3 (a)	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance
1.3 (a) (b)	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement
1.3 (a) (b) (c)	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance  The completed Form of Bid
1.3 (a) (b) (c)	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract
1.3 (a) (b) (c) (d)	O Engineer (mention the name along with the designation including whether he less to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data
1.3 (a) (b) (c) (d) (e) (f)	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices
1.3 (a) (b) (c) (d) (e) f)	O Engineer (mention the name along with the designation including whether he ags to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices The Drawings, if any

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

. I	Provision of Site: On the Commencement Date			
. 1	Authorized person:			
.2	Name and address of Engineer's/Procuring Agency's re	Name and address of Engineer's/Procuring Agency's representative		
4	.4 Performance Security:			
	Amount			
	Validity			
	(Form: As provided under Standard Forms of these Docume	ents)		
5.1	5.1 Requirements for Contractor's design (if any):			
	Specification Clause No's			
7.2	7.2 Programme:			
	Time for submission: Within fourteen (14) days* of the Co	mmencement Date.		
	Form of programme: (Bar Chart/Cl	PM/PERT or other)		
4	Amount payable due to failure to complete shall be% pe (10%) of sum stated in the Letter of Acceptance			
	(Usually the liquidated damages are set between 0.05 perday.)	cent and 0.10 percent per		
5	Early Completion In case of earlier completion of the Work, the Contractor is up-to limit and at a rate equivalent to 50% of the relevant lidamages stated in the contract data.	entitled to be paid bonus mit and rate of liquidated		
	Period for remedying defects			
	90 Days	·		
2	2 (e) Variation procedures:			
	Day work rates			
	(details)			
]	Terms of Payments			
a)	a) Mobilization Advance			
	(1) Mobilization Advance up to 10 % of the Contract Pr Acceptance shall be paid by the Procuring Agency works costing Rs.2.5 million or above on following co	to the Contractor on the		
	<b>,</b>			

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

OR

## 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a cord the with the Specification Permanent Works;
  - (ii) Such materials have the delivered to the form to the satisfaction and protected against as ordering to the satisfaction and verification of the Bigite but the risk and cost of the Contractor;
  - (iii) The Contractor are side of the quirements, orders, receipts and use of material acceptance of proved by the Engineer, and such receipts and such receipts are specified as specified by the Engineer;
    - alue of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unized in work measured since previous bill, equivalent to be quantities of materials used contractor on items of workshows a executed in part I of the latest and the contractor of the contractor of workshows a executed in part I of the latest and the contractor of the contractor
- (c) Interim payments: The Contract at a limit statement of the estimated value amount certified previously.
  - (i) The value of works apple and makes the value of the quantities of the items in the law Quantities of minimum.

materials and valuation of variations

- 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:

(ii)

i)	Lump sum price nil (details), or
ii)	Lump sum price with schedules of rates (details), or
iii)	Lump sum price with bill of quantities(details), or
iv)	Re-measurement with estimated/bid quantities in the Schedule of
	Prices or on premium above or below quoted on the rates
	mentioned in CSR(details), or/and
v١	Cost reimbursable (dataile)

11.3	Percentage of retention*: five (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
,	Type of cover
r	The Works
Z	Amount of cover
7	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
7	Type of cover
(	Contractor's Equipment:
A	amount of cover
F	ull replacement cost
Type of	
-	hird Party-injury to persons and damage to property
P	The minimum amount of third party insurance should be assessed by the rocuring Agency and entered).
_	- CIRCIS.
0	ther cover*:
(1)	n each case name of insured is Contractor and Procuring Agency)
14.2 A	mount to be recovered
Pr	emium plus percent (%).
15.3 <b>A</b> 1	rbitration**
PI	ace of Arbitration:
* (Procur.	ing Agency to specify as appropriate)
	to be in the Province of Sindh)

# STANDARD FORMS

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

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 four een (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.

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

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

be received by us within the validity discharged of our liability, if any, under	period of this Guarantee, failing which we shall be this Guarantee.
Procuring Agency without delay upon a cavil or arguments and without requiring or reasons for such demand any sum of Procuring Agency's written declaration to	(the Guarantor), waiving all objections and revocably and independently guarantee to pay to the the Procuring Agency's first written demand without g the Procuring Agency to prove or to show grounds or sums up to the amount stated above, against the that the Principal has refused or failed to perform the lich payment will be effected by the Guarantor to Account Number.
Contract or has defaulted in fulfilling sobjection any sum or sums up to the amount Procuring Agency forthwith and without IN WITNESS WHEREOF, the above boits seal on the date indicated above, the	ing Agency shall be the sole and final judge for ctor) has duly performed his obligations under the aid obligations and the Guarantor shall pay without ount stated above upon first written demand from the any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being igned by its undersigned representative, pursuant to
, as as governing coup.	
Witness:	Guarantor (Bank)
1.	1. Signature
Corporate Secretary (Seal)	2. Name
· · · · · · · · · · · · · · · · · · ·	3. Title
2.	
(Name, Title & Address)	Corporate Guarantor (Seal)

## FORM OF CONTRACT AGREEMENT

day of Proc	CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the
should	REAS the Procuring Agency is desirous that certain Works, viz be executed by the Contractor and has accepted a Bid by the Contractor for the ion and completion of such Works and the remedying of any defects therein.
NOW	this Agreement witnessed 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:
	<ul> <li>(a) The Letter of Acceptance;</li> <li>(b) The completed Form of Bid along with Schedules to Bid;</li> <li>(c) Conditions of Contract &amp; Contract Data;</li> <li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li> <li>(e) The Specifications; and</li> <li>(f) The Drawings</li> </ul>
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.

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

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

#### MOBILIZATION ADVANCE GUARANTEE

•	Guarantee No.
	Executed on
(Letter by the Guarantor to the Procuring Agency)	
WHEREAS the	(hereinafter
called the Procuring Agency) has entered into a Contr	act for
	(Particulars of Contract), with
	(Cultivature of Contract), with
4 . 0	
(hereinafter c	alled the Contractor).
	·
AND WHEREAS the Procuring Agency has agreed	advance to the Contractor, at
Contractor's request, an amount ( s	
) which amount that I	idvanced to the second as per
provisions of the Contract.	
AND WHEREAS the Procuring Agency is a k secure the advance payment for the forms of the secure the secure of the secure the secure of the secure the secure of the secure	e Contractor to furnish Guarantee to
secure the advance payment for the formation of	bligations under the said Contract.
AND WHEREA	(Scheduled Bank)
	e Contractor and in consideration of the vance to the Contractor, has agreed to
furn and Guarantee.	and to the Confidence, has agreed to
	•

NOW THEREFORE the Guarantor hereby guarantees that the Contractor shall use the advance for the purpose of above mentioned Contract and if he fails, and commits default in fulfil ment of any of his obligations for which the advance payment is made, the Guarantor shall be liable to the Procuring Agency for payment not exceeding the aforementioned amount.

Notice in writing of any default, of which the Procuring Agency shall be the sole and final judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

by which date we must have received any claims by registered letter, telegram, telex or

This Guarantee shall expire not later than

telefax.

	Guarantor (Scheduled Bank)
Witness:	
l·	1 Signature
	2. Name
Corporate Secretary (Seal)	3. Title
2	
(Name, Title & Address)	rporate Guarantor (Seal)
_4111 11	IIN

### INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the
Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay follow:-
(Ri) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

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

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

### **SPECIFICATIONS**

[Note for Preparing the Specifications]

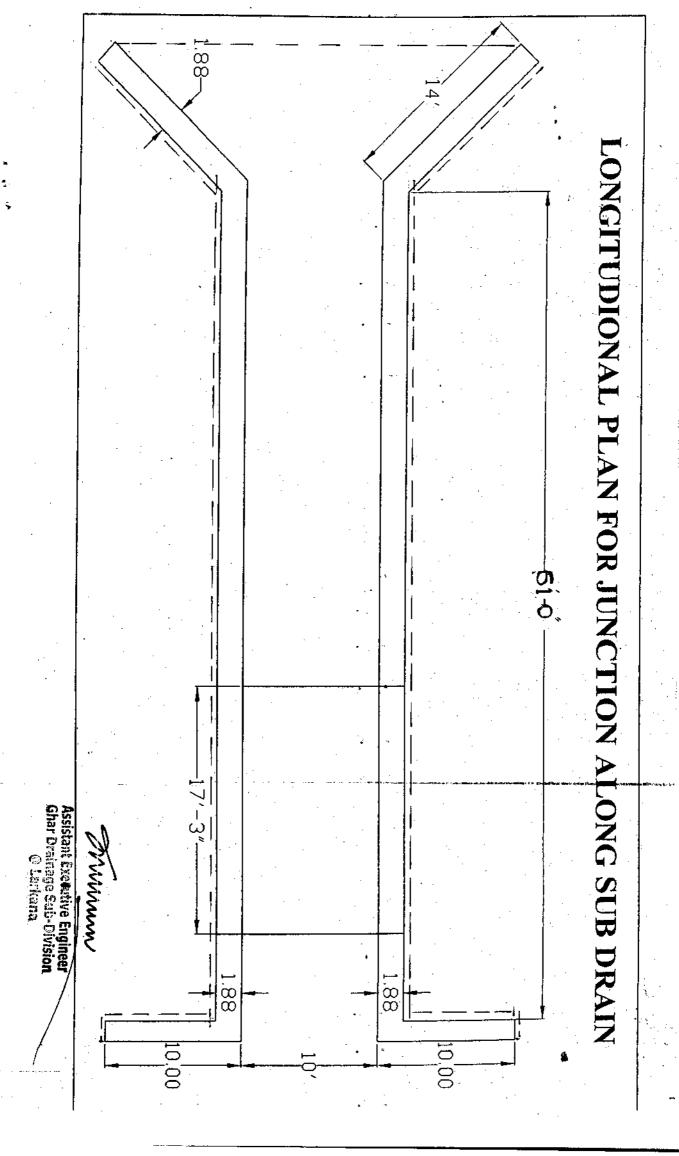
A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement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

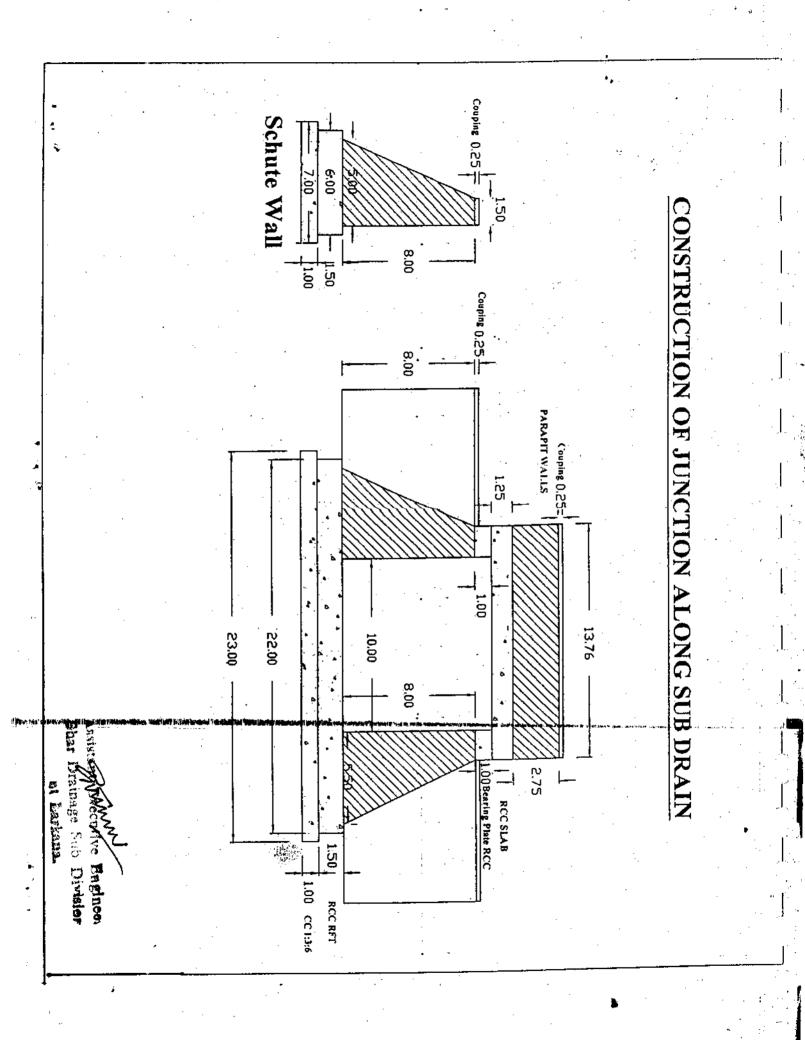
Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should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

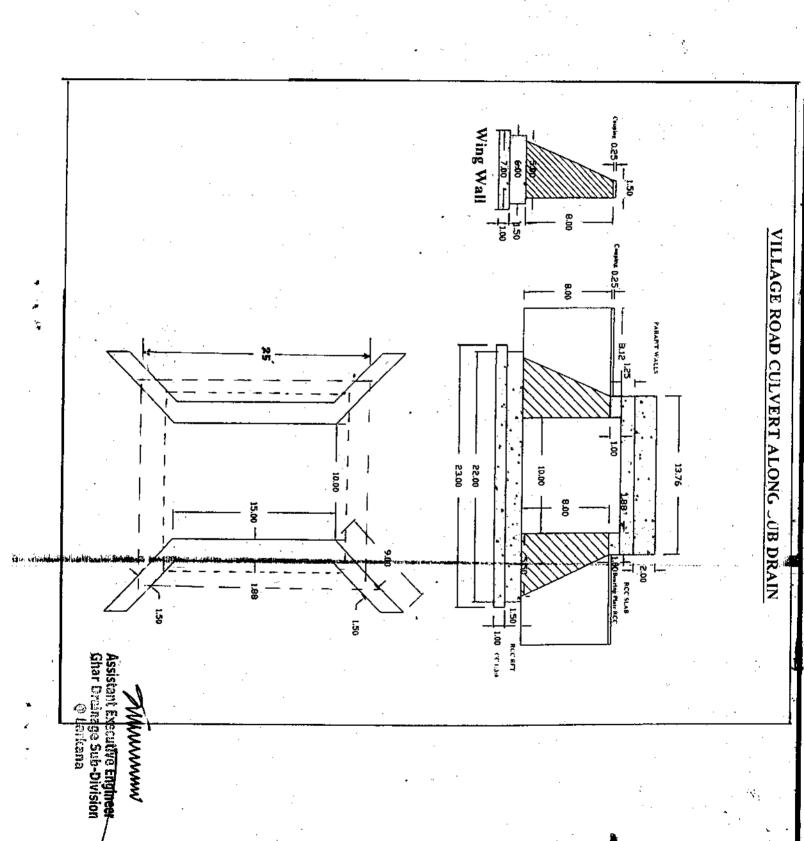
Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to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

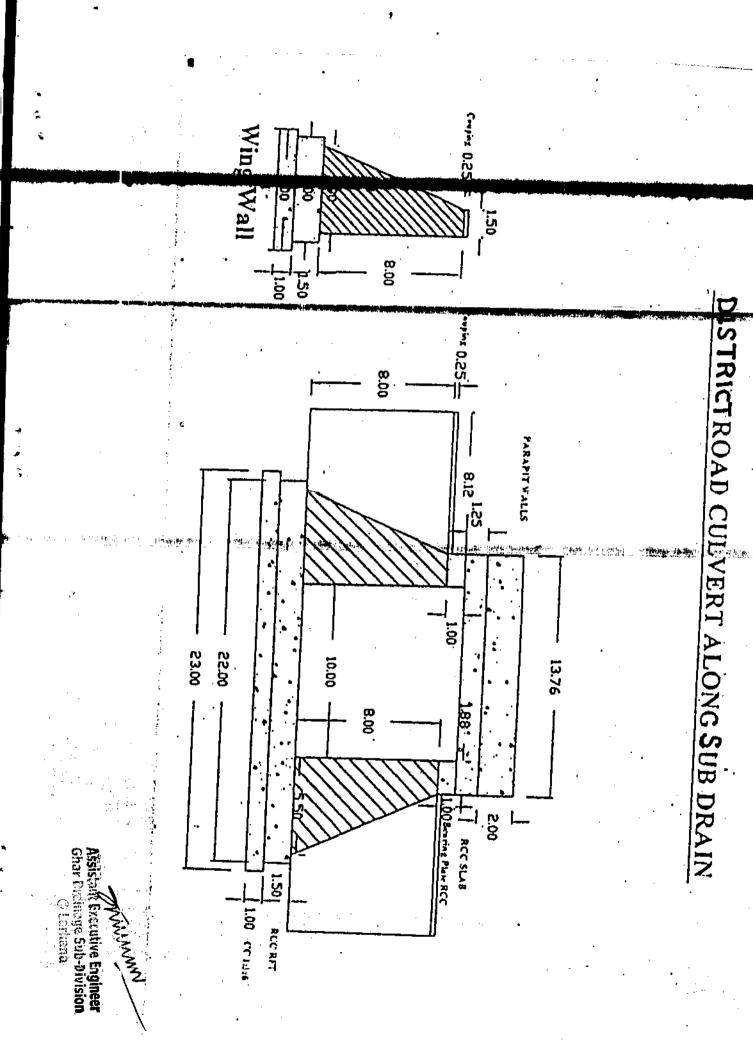
Sample Clause: Equivalency of Standards and Codes

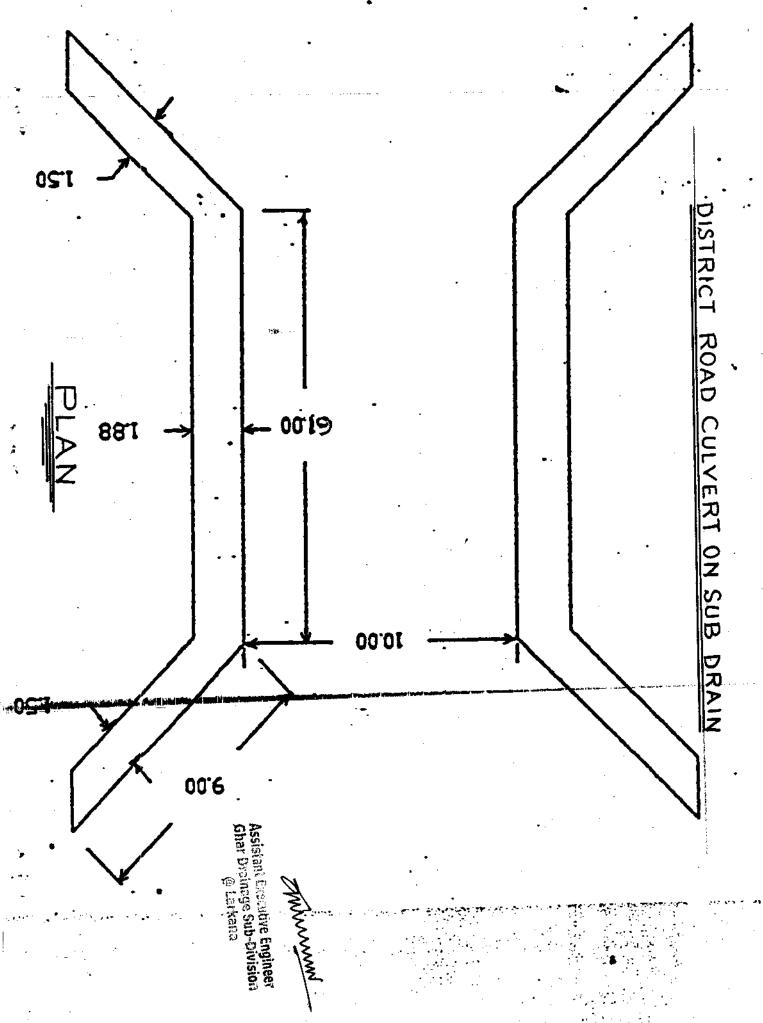
Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure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



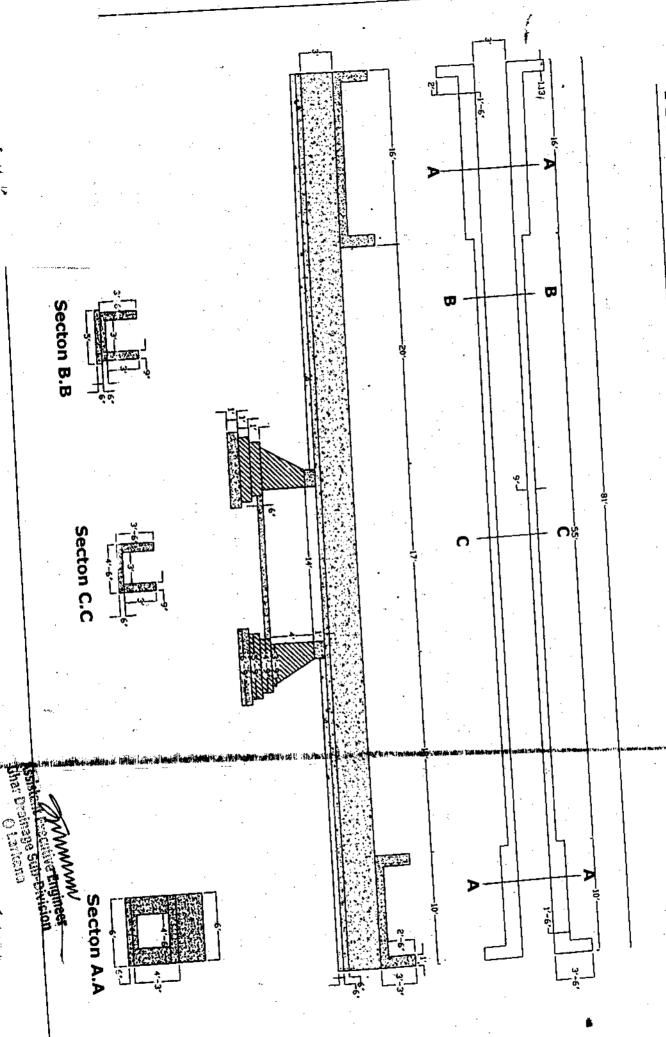


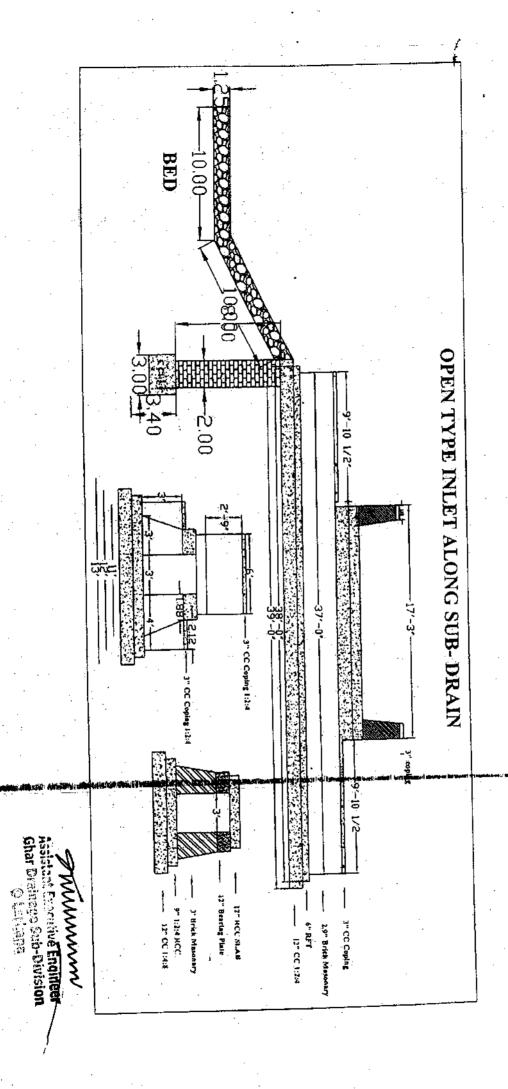




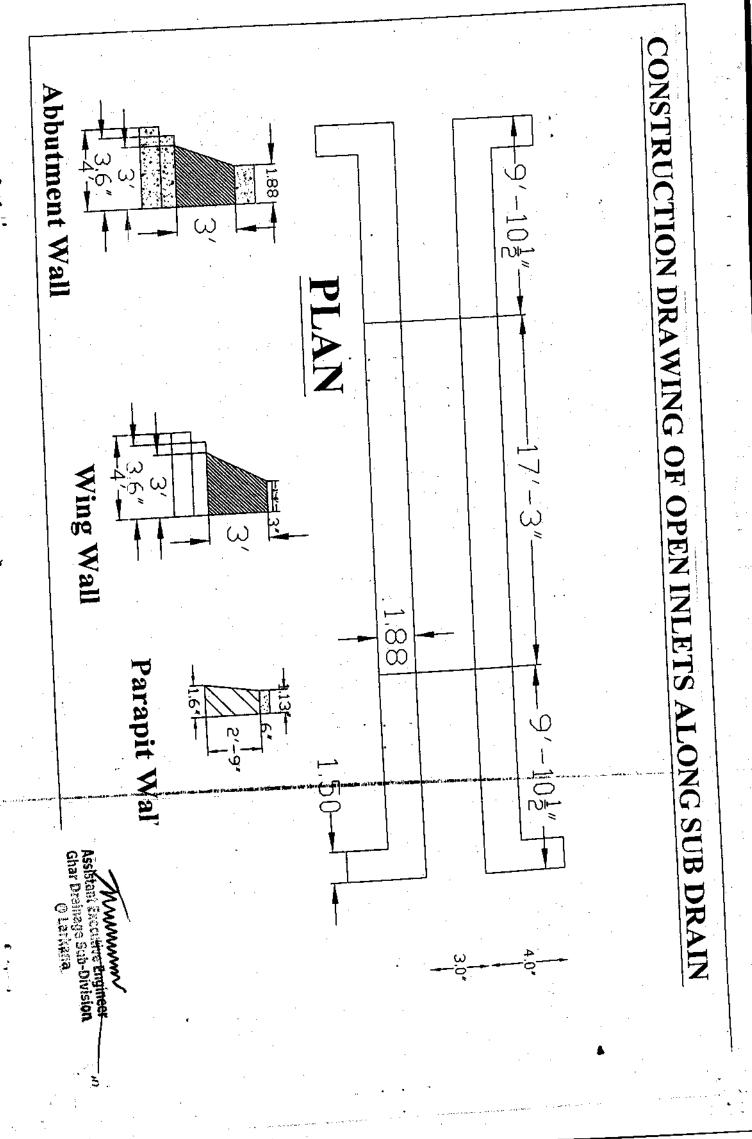


# WATER COURSE X-ING ALONG SUB DRAIN





BIS



*7* • • • S. John

SPABIDING DOCUMENTS

# STANDARD FORM OF BIDDING DOCUMENT

### **FOR**

# PROCUREMENT OF WORKS

"Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB 02 No:, W/C Xing 01 No: along Ghar L Channel, W/C Xing 02 No:, Open Type inlet 02 No: along Ghar Main Drain & Generator Room 01 No: @ Ghar Pumping Station."

Executive Engineer North Dadu Drainage Division Larkana

Issued to M/S:

# INSTRUCTIONS TO PROCURING AGENCIES

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

### E. Bidding Data

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

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

### F. Schedules to Bid

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

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

### G. Conditions of Contract

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

### H. Contract Data

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

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

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

### 1. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

### J. Drawings

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

## SUMMARY OF CONTENTS

(I)	INVITATION FOR BIDS	02
(11)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(111)	FORM OF BID & SCHEDULES TO BID.	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

INVITATION FOR BIDS

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA



Ex No: 074-4044416

No: TC/G-55/ / of 2013 Larkana Dated: 9/3/2015

# **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested contractors/firms as per SPP Rules 2010 (amended 2013)

### List of Works

Sr No	:	Estimated Cost	Earnest 2% Money	Tender Fee	Completio Period
	System RD: 0 to 15+00, Construction of Junction (01 No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03 Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:) along Sub Drain 2L Panhwaro	29.090	581800	2500	24 Months
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB (02 No:), W/C Xing (01 No:) along Ghar L Channel, W/C Xing (02 No:), Open Type inlet (02 No:) along Ghar Main Drain & Generator Room (01 No:) @ Ghar Pumping Station	35.951	719020	2500	24 Months
_	Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB (01 No:), W/C Xing (03 No:), Open Type inlet (04 No:) along Ghar Main Drain	34.416	688320	2500	24 Months
04.	No:), Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB (01 No:), W/C Xing (04 No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar	37.225	744500	2500	24 Months
	Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R, Sub Drain 2R Nasirabad, Reconstruction of W/C Xing (02 No:), Open Type inlet (04 No:) along Ghar Main Drain, Reconstruction of W/C Xing (02 No:), VRB (01 No:) along Nasirabad Branch Drain	41.082	821640	2500	24 Months
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB (01 No:), W/C Xing (03 No:) along Badeh Branch Drain	35.896	717920	2500	24 Months
07. 08.	62+0, Reconstruction of VRB (01 No:), W/C Xing (05 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.575	791500	2500	24 Months
	Bed Clearance of Ghar Main Drain from RD: 80+0 to 105+0, Sub Drain 5L Ghar, & Reconstruction of Junction culvert (01 No:) along Nasir Branch Drain, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.219	784380	2500	24 Months
)9.	Bed Clearance of Kamber Branch Drain RD: 0+0 to 35+500, Sub Drain 1L, 2L Kamber System, Reconstruction of Junction culvert (01 No:) along Sub Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet 05 No: along Kamber Branch Drain	34.713	694260	2500	24 Months

<u> </u>			<del> </del>		1
10.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain 1L, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 180=00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14.	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope
- 4. Bidding/Tender Documents:
  - (i) **Issuance:** Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM *on* payment of tender fee (Non- refundable-mentioned against each item in the list).
  - (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
  - (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
  - (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal)

: Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:- 2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

### 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.
  - (iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;
  - (iv) Affidavit that firm has never been black listed;

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

- 3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.
- 4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.
- 5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.
- 6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.
- 7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.
- 3) Notice Board Local,

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

### INVITATION FOR BIDS

			Date:	
			Bid Reference No.:	
			· ·	
Ι.	bids from appropri pre-quali	n interested firms or pers iate category( not require ified(if pre-qualification for the Works	[enter name of the procuring agency], invites sealed sons licensed by the Pakistan Engineering Council in the red for works costing Rs 2.5 million or less) and/or duly is done for specific scheme/project) with the Procuring [enter title, type and financial volume of work], which er appropriate time period] days.	
2.	on subm non-refu acquire	ission of a written applic	ments may be purchased by an interested eligible bidder cation to the office given below and upon payment of a  (Insert Amount). Bidders may ents from the Office of the Procuring Agency,  (Mailing Address).	
3.	(Rupees the form tohours, or the pres	n of (pay order / dem (Indi n (Date). E	a Bid Security in the amount of Rs.	
۸]	Tote: 1. 2.		nter the requisite information in blank spaces. ed within one hour after the deadline for submission of	

### TABLE OF CONTENTS

# INSTRUCTIONS TO BIDDERS

Clause No.	Description Pe	ige No.
	A. GENERAL	
lB I	Scope of Bid & Source of Funds	6
lB 2	Eligible Bidders	6
1B 3	Cost of Bidding	7
	B. BIDDING DOCUMENTS	
IB 4	Contents of Bidding Documents	7
IB 5	Clarification of Bidding Documents	7
1B 6	Amendment of Bidding Documents	8
	C- PREPARATION OF BID	
IB 7	Language of Bid	8
IB 8	Documents Comprising the Bid	
IB 9	Sufficiency of Bid	
IB 10	Bid Prices, Currency of Bid & Payment	
IB 11	Documents Establishing Bidder's Eligibility and Qualification	
IB 12	Documents Establishing Works Conformity to	
10 12	Bidding Documents	9
1B.13	Bidding Security	
IB.14	Validity of Bids, Format, Signing and Submission of Bid	
	D-SUBMISSION OF BID	
1B.15	Deadline for Submission, Modification & Withdrawal of B	3ids 11
E. BID OPE	ENING AND EVALUATION	
IB.16	Bid Opening, Clarification and Evaluation	12
IB.17	Process to be Confidential	
F. AWARD	O OF CONTRACT	
lB.18	Qualification	13
IB.19	Award Criteria & Procuring Agency's Right	
1B.20	Notification of Award & Signing of Contract Agreement	
IB.21	Performance Security	
1B.22	Integrity Pact	

### 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

### 1B.1 Scope of Bid & Source of Funds

### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

### **IB.2** Eligible Bidders

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

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

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

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (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.

### 1B.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

- 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 1B.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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

### IB.5 Clarification of Bidding Documents

- A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Procuring Agency at the Engineer's/Procuring Agency's address indicated in the Bidding Data.
- 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 quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

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

- 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 natters 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).
- 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:
  - (i) 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.

- 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
   ORIGINALI and —COPYI 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

### 1B.15 Deadline for Submission, Modification & Withdrawal of Bids

- 15.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2 The inner and outer envelopes shall
  - (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
  - (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (c) 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 at end 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.
- 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.

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

### IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all hidders 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 Practicel 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.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of 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 Acceptancel) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly 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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

### **Brief Description of Works**

Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB 02 No:, W/C Xing 01 No: along Ghar L Channel, W/C Xing 02 No:, Open Type inlet 02 No: along Ghar Main Drain & Generator Room 01 No: @ Ghar Pumping Station

- 5.1 (a) Procuring Agency's address:

  Executive Engineer, North Dadu Drainage Division Larkana, SCARP
  Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - (b) Engineer's address:

    Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation
    Colony near Miro Khan Chowk Ratodero Road Larkana
- 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: (Insert required capabilities and documents)
  i. Financial capacity: (must have turnover of Rs----Million);
  - ii Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
  - iii. Construction Capacity: (mention the names and number of equipments required for the work).

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

### 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

### 14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

### 14.4 Number of Copies of the Bid to be submitted:

One original plus two copies.

### 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

### 15.1 Deadline for Submission of Bids

Time: 1.00 PM on 31-03-2015.

### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

### 16.4 Responsiveness of Bids

(i) Bid is valid till required period,

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- \*Procuring agency can adopt either of two options. (Select either of them)
  - (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
  - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

## FORM OF BID (LETTER OF OFFER)

Bic Refer	ence No.
(N	ame of Works)
To:	:
15.	
Gentleme	<del></del>
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.
	we, the undersigned, being a company doing business under the name of and address
	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 (Rupces) 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
	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

Name:

Address:

# [SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

## SCHEDULE - A TO BID

## SCHEDULE OF PRICES

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

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

## PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

## 2. Description

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

## 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (FPS Units).

FPS System

(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 by the Procuring Agent executed and shall be deemed covered by the rates and prices.

- 4.5 (a) The bidder shall be deem to have obtained unformation as to and all requirement of life there which may affect the bid price.
  - \*(b) The Contract challet expense ple to make complete arrange that the respectation of the Plant to the Site.

gency may medify 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 "B"

Package No: 02

# Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB 02 No: , W/C Xing 01 No: along Ghar L Channel, W/C Xing 02 No:,Open Type inlet 02 No: along Ghar Main Drain & Generator Room 01 No: @ Ghar Pumping Station

S. No	Stam to Generator Room of 140.			T	<del></del>
S. No		Quantity	Rate	Unit	Amount
1	Earth work excavation in Irrigation channel, drains etc complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.l.No.5(a)P-I)	2461330.0 Cft:	2420.00	% Cft	5956419
2	Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil (Page No: 1, Item No: 3 (a)	181462,00 Cft:	2117.50	‰Cft	384246
3	Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, spwal, coal, lime, surkhi etc B G, rail fastening points and crossing bridges, girders, pipes, 10" x 5" or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)	118270.00 Cft:	579.41	%Cfi	685268
4	Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page 3, Item No.11 (b)	2618312.0 Cft:	187.55	‰ Cft:	491064
5	Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36)	14400.00 Cft:	420.00	%oCft	6048
6	Excavation in foundation of buildings, bridges & other structure i/c dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft: in ordinary soil (P-4 Item No:18(b)	106374.12 Cft:	3176.25	‰ Cft:	337871
7	Extra for wet earth work (P-3 Item No:15)	19515.06 Cft:	1058.75	% Cft:	20662
8	Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED)	140.00 days	1500.00	P.day	210000
	NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, I-23 (ii) Note: (PHED)	2240.00 Hrs:	188.00	P.Hrs	421120
10	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:3:6 (P-18 Item No: 5 (h)	11900.50 Cft:	12595.00	% Cft:	1498868
11	Pacca brick work other than buildings i/c stricking of joints up to 20 ft: height in cement sand mortar 1:3: (Page No: 21 item No:7(i) (b)	23634.89 Cft:	13387.69	% Cft:	3164166
12	Erection and removal of centering for RCC or plain cement concrete work of Deodar wood 2nd class vertical (P-21,I- 18 a (ii)	1064.33 Sft:	7000.0	% Sft:	74503
13	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:2:4 (P-15 Item No: 5 (f)	1188.90 Cft:	14429.25	% Cft:	171549

S. No	Description	Quanti	ty	Rate	Unit	Amount
14	Reinforced cement concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending & finishing the exposed surface (i/c screening & washing of shingle) (a) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. (i) Ratio (1:2:4) 90 lbs cement, 2 cft: sand, 4 cft: shingle 1/8" to 1/4" gauge. (P-15&16, Item 6 (i)	18697,83	Cft:	337.00	P. Cft:	6301169
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making joints and fastenings including cost of binding wire also includes removal	1144 04	Cwt:	4820,20	P.Cwt:	5518822
16	Rehandling of Earth work (b) up to lead of 50 ft: (Page-2, Item No.9	2658170.00	Cft:	1058.75	%Cft	2814337
-17	Cement Pointing struck joints on walls (b) Ratio 1:3 (P-52 item No:19 (b)	5718.88	Sft:	1213.58	% Sft:	69403
18	Stone filing dry hand packed as filling behind retaining walls or in pitching and aprons. (P- 36, Item No:16)	7200.00	Cft:	2684.00	% Cft:	193248
19	Office / Residential Building with plinth area 1000 Sft:	240.00	Cft:	1980.00	P.Sft	475200
20	Cement Plaster 1:3 up to 12' height (P-51 Item No:10 (b)	1126.81	Sft:	2344.59	% Sft:	26419
21	Dismantling Cement concrete reinforced separting reinformcement from concrete cleaning & strenghtening the	6646.50	Cft:	5445.00	% Cft:	361902
22	Dismantling cement concrete Plain 1:3:6 (Page – 11 Item – 19(b)	162.00	Sft:	1306.80	% Cft:	2117
23	Dismantling brick work in lime or Cement mortar (Page No:11, Item No:13)	5886.00	Sft:	1285.63	% Cft:	75672
	formation dressing & Preparing sub grade (b) on Slope (P- 80, Item No: 01(b)	18782.40		453.75	% Sft:	85225
25	Stone Pitching including Sub-base with Hammer dressed stone on surface laid in course including carriage of matter with 3 chain (Page No: 31 item No:23	26728.00 (	Cft:	5377.63	% Cft:	1437333
				·	Total Rs:	30782631

Oncidenta Than Obemraho
Executive Sergineer
Nome De la de rinage Divisionente

## SCHEDULE OF PRICES

Item No.	Description	Quantityl	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	l. (Civil works)			
1. 2. 3.	II.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			

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.

## \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

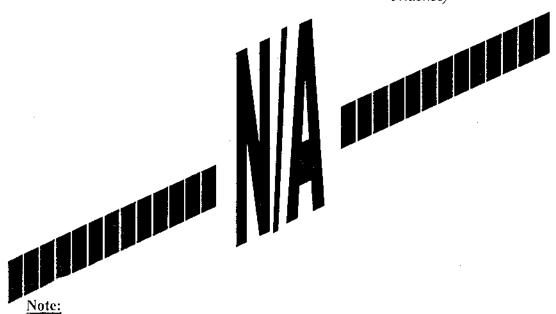
## WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



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

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

## PROPOSED PROGRAMME OF WORKS

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

## METHOD OF PERFORMING WORKS

The hidder 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:	
or induced the procurement of any contract, righ benefit from Government of Sindh (GOS) or any a or any other entity owned or controlled by it (GOS	dministrative subdivision or agency thereof
Without limiting the generality of the foregois warrants that it has fully declared the brokerage anyone and not given or agreed to give and shall or outside Pakistan either directly or indirectly including its affiliate, agent, associate, broker, a sponsor or subsidiary, any commission, gratificat described as consultation fee or otherwise, wit procurement of a contract, right, interest, pri whatsoever form from, from Procuring Agency declared pursuant hereto.	e, commission, fees etc. paid or payable to not give or agree to give to anyone within through any natural or juridical person, consultant, director, promoter, shareholder, ion, bribe, finder's fee or kickback, whether the object of obtaining or inducing the vilege or other obligation or benefit in
[name of Contractor] accepts full responsibility a make full disclosure of all agreements and arrar related to the transaction with PA and has not tak circumvent the above declaration, representation of	agements with all persons in respect of or en any action or will not take any action to
[name of Contractor] accepts full responsibility declaration, not making full disclosure, misrepres defeat the purpose of this declaration, representativisht, interest, privilege or other obligation or ben without prejudice to any other rights and remedies other instrument, be voidable at the option of PA.	senting facts or taking any action likely to on and warranty. It agrees that any contract, efit obtained or procured as aforesaid shall,
Notwithstanding any rights and remedies exe Supplier/Contractor/Consultant] agrees to indemnion account of its corrupt business practices and fu equivalent to ten time the sum of any commi kickback given by [name of Contractor] as aforest the procurement of any contract, right, interest, whatsoever form from PA.	fy PA for any loss or damage incurred by it rther pay compensation to PA in an amount ssion, gratification, bribe, finder's fee or aid for the purpose of obtaining or inducing
[Procuring Agency]	[Contractor]

## TABLE OF CONTENTS

## CONDITIONS OF CONTRACT

Clause No	Description	Page No
General Provision	ons	35
2. The Procuring A	Agency	37
	uring Agency's Representatives	
	ractor	
6. Procuring Agen	cy's Risks	39
	letion	
9. Remedying Def	ects	41
IC. Variations and	Claims	41
	And Payment	
	*	
	onsibilities	
15. Resolution of D	isputes	
16. Integrity Pact		48

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

#### Persons

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

## Dates, Times and Periods

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

## Money and Payments

1.1.10 —Costl 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

- --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 Risksl means those matters listed in Sub-Clause 6.1.
- —Force Majeurel 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.
- Materials means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- —Plant means the machinery and apparatus intended to form or forming part of the Works.
- -Sitel 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 VariationI means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works! means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- -- Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## 1.2 Interpretation

Words importing persons or parties shall include firms and 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, licenses 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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- 1) 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.) Completion

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

## 8.2 Taking-Over Notice

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

#### 9. REMEDYING DEFECTS

## 9.1 Remedying Defects

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

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

## 9.2 Uncovering and Testing

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

## 10. VARIATIONS AND CLAIMS

## 10.1 Right to Vary

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

## 10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- 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
- 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.

## 10.5 Valuation of Claims

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

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

## 10.6 Variation and Claim Procedure

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

#### 11. CONTRACT PRICE AND PAYMENT

#### 11.1 (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

## 11.2 Monthly Statements

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

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

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

## 11.3 Interim Payments

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

#### 11.4 Retention

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

## 11.5 Final Payment

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

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

#### 11.6 Currency

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

## 12. DEFAULT

## 12.1 Defaults by Contractor

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

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

## 12.2 Defaults by Procuring Agency

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

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

#### 14. INSURANCE

## 14.1 Arrangements

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

#### 14.2 Default

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

## 15. RESOLUTION OF DISPUTES

## 15.1 Engineer's Decision

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

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

## 15.2 Notice of Dissatisfaction

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

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

## 15.3 Arbitration

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

## 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.)

	Clauses of
	litions of Contract
1.1.3	and a general of the mings, if any
	(To be listed by the Procuring Agency)
1.1.4	The Procuring Agency means
	Executive Engineer, North Dadu Drainage Division Larkana
1.1.5	The Contractor means
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 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
1.1.20 belong	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details
]	Executive Engineer, North Dadu Drainage Division Larkana,
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
(i)	
(j)	
(The Pi the Coi	rocuring Agency may add, in order of priority, such other documents as form part of ntract. Delete the document, if not applicable)

2.1	Pro	vision of Site: On the Commencement Date
3.1	Aut	horized person:
3.2		ne and address of Engineer's/Procuring Agency's representative
4.4	Perí	formance Security:
	Amo	ount
	Vali	dity
	(For	m: As provided under Standard Forms of these Documents)
5.1	Req	uirements for Contractor's design (if any):
	Spec	ification Clause No's
7.2	Prog	gramme:
	Time	e for submission: Within fourteen (14) days* of the Commencement Date.
	Forn	m of programme: (Bar Chart/CPM/PERT or other)
7.4	Amo	ount payable due to failure to complete shall be% per day up to a maximum of 6) of sum stated in the Letter of Acceptance
	(Usu day.)	ally the liquidated damages are set between 0.05 percent and 0.10 percent per
7.5	In cas	Completion se of earlier completion of the Work, the Contractor is entitled to be paid bonus a limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated ages stated in the contract data.
9.1	Perio	od for remedying defects
	90 D	ays
10.2	(e) V	ariation procedures:
		Day work rates(details)
11.1		Terms of Payments
a)	Mobil	lization Advance
	(1)	Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

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

OR

## 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a cord are with the Specification Permanent Works;
  - (ii) Such materials have the deligned to the fact that the properly stored and protected against as ordering of the land of the satisfaction and verification of the English by the risk and cost of the Contractor;
  - (iii) The Contractor are considered to a quirements, orders, receipts and use of material and exception to a poproved by the Engineer, and such receipts are a such as a such as

ontractor shall ubmit with his monthly statement the estimated ratue of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unized in work measured since previous bill, I equivalent to be quantities of materials used contractor on items of workshow as executed in part I of the
- (c) Interim payments: The Contract at a mit statement and the estimated value amount certified previously.
  - (i) The value of words and the items in the least of Quarters of the items in the least of Quarters of the results of the items.

materials and valuation of variations

- 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:

(ii)

i)	Lump sum price nil (details), or
ii)	Lump sum price with schedules of rates (details), or
ii)	Lump sum price with bill of quantities(details), or
v)	Re-measurement with estimated/bid quantities in the Schedule of
	Prices or on premium above or below quoted on the rates
	mentioned in CSR(details), or/and
Λ	Cost reimbursable (details)

11.3	Percentage of retention*: five (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Туре	of cover
	Third Party-injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).
	Workers:
	Other cover*:
	(In each case name of insured is Contractor and Procuring Agency)
14.2	Amount to be recovered
	Premium plus percent (%).
15.3	Arbitration**
	Place of Arbitration:
* (Pro	curing Agency to specify as appropriate)
** (]t :	has to be in the Province of Sindh)

### STANDARD FORMS

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

### FORM OF BID SECURITY

(Bank Guarantee)

			Guarantee No.	
(L€	etter by	the Gua	Executed on	
	•		and the trocuring Agency)	
Nai add	me of G lress:	uaranto	(Scheduled Bank in Pakistan) with	
Nar add	ne of Pi ress:	rincipal	(Bidder) with	
Sun	n of Sec	urity (e:	xpress in words and	
			Date of Bid	
unto Age we t firm	the meyl) in bind outly by the	the surselves,	BY THESE PRESENTS, that in pursuance of the terms of the Bid and at said Principal, we the Guarantor above-named are held and firmly bound (hereinafter called The —Procuring m stated above, for the payment of which sum well and truly to be made, our heirs, executors, administrators and successors, jointly and severally, sents.  OF THIS OBLIGATION IS SUCH, that whereas the Principal has mpanying Bid numbered and dated as above for	
3401		ic accor	mpanying blu humbered and dated as above for	
Agei	ncy; and	d	(Particulars of Bid) to the said Procuring	
war	litioned that the p	as unde	Security shall remain valid for a period of twenty eight (28) days beyond f validity of the bid;	
	(a)	the P	rincipal withdraws his Bid during the period of validity of Bid, or	
	(b)	the P	rincipal does not accept the correction of his Bid Price, pursuant to Subse 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 elfect, 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 decicing 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.

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

## FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No
	Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring Agency)	
Name of Guarantor (Scheduled Bank in Pakistan)	with
address:	
Name of Principal (Contractor) with address:	· · · · · · · · · · · · · · · · · · ·
Penal Sum of Security (express in words and figures)	
Letter of Acceptance No.	
KNOW ALL MEN BY THESE PRESENTS, that Documents and above said Letter of Acceptance the request of the said Principal we, the Guaranto unto the  Procuring Agency) in the penal sum of the amousum well and truly to be made to the said Procu	(hereinafter called the Documents) and at or above named, are held and firmly bound (hereinafter called the int stated above, for the payment of which ring Agency, we bind ourselves, our heirs,
executors, administrators and successors, jointly a	nd severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION I accepted the Procuring Agency's above said Letter (Name	of Acceptance for
(Name of I	

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 ar y liability attaching to us under this Guarantee that the claim for payment in writing shall

period of this Guarantee, failing which we shall be this Guarantee.
(the Guarantor), waiving all objections and revocably and independently guarantee to pay to the he Procuring Agency's first written demand without g the Procuring Agency to prove or to show grounds or sums up to the amount stated above, against the hat the Principal has refused or failed to perform the ich payment will be effected by the Guarantor to Account Number.
ing Agency shall be the sole and final judge for ctor) has duly performed his obligations under the aid obligations and the Guarantor shall pay without bunt stated above upon first written demand from the any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being igned by its undersigned representative, pursuant to
Guarantor (Bank)
1. Signature
2. Name
3. Title
Corporate Guarantor (Seal)

### FORM OF CONTRACT AGREEMENT

THIS	CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the
day of	200 between (hereinafter called the
	curing Agencyl) of the one part and (hereinafter called the attractorl) of the other part.
	REAS the Procuring Agency is desirous that certain Works, viz
should execut	be executed by the Contractor and has accepted a Bid by the Contractor for the ion and completion of such Works and the remedying of any defects therein.
NOW	this Agreement witnessed 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;
	<ul><li>(c) Conditions of Contract &amp; Contract Data;</li><li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li></ul>
	<ul><li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li><li>(e) The Specifications; and</li></ul>
	(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.

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)				

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.

### MOBILIZATION ADVANCE GUARANTEE

	Guarantee No
(Letter by the Guarantor to the Procuring Agency)	Executed on
WHEREAS the	(hereinafter
called the Procuring Agency) has entered into a Contract	for
	_ (Particulars of Contract), with
(hereinafter calle	d the Contractor).
AND WHEREAS the Procuring Agency as a known secure the advance payment for the form a epilob	Contractor to furnish Guarantee to ligations under the said Contract.  (Scheduled Bank) ontractor and in consideration of the
NOW THEREFORE the Guarantor hereby guarantees advance for the purpose of above mentioned Contract and fulfill nent of any of his obligations for which the advance shall be liable to the Procuring Agency for payment amount.	of the fails, and commits default in
Notice in writing of any default, of which the Procuring judge, as aforesaid, on the part of the Contractor, shall be the Guarantor, and on such first written demand payment all sums then due under this Guarantee without any referany objection.	given by the Procuring Agency to shall be made by the Guarantor of

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

l letter, telegram, telex or
piry or after settlement of the
uarantor (Scheduled Bank)
gnature
ame
Guarantor (Scal)

### INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made theday of
Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs) on the security of materials the quantities and other particulars of which
are detailed in Part II of Running Account Bill (E), the said works signed by the contractor Fin R.Form.I7.A
on — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount
And doth hereby covenant and agree with the Government and declare ay follow:-
(RF) so advanced by the Government to the Contractor as aforesaid and all cr any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

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

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

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

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

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

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

In witnesses whereof the\* ---- on behalf of the Governor of Sindh and the said ..... on behalf of the their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of

Seal

1st Witness 2<sup>nd</sup> witness

### **SPECIFICATIONS**

[Note for Preparing the Specifications]

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

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

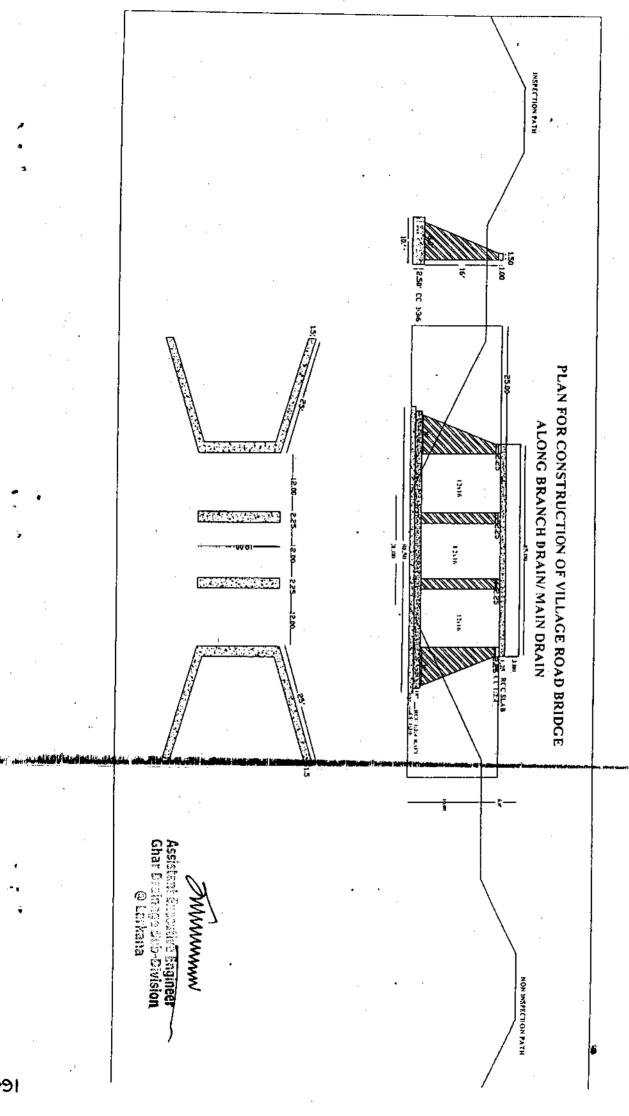
Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to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

Sample Clause: Equivalency of Standards and Codes

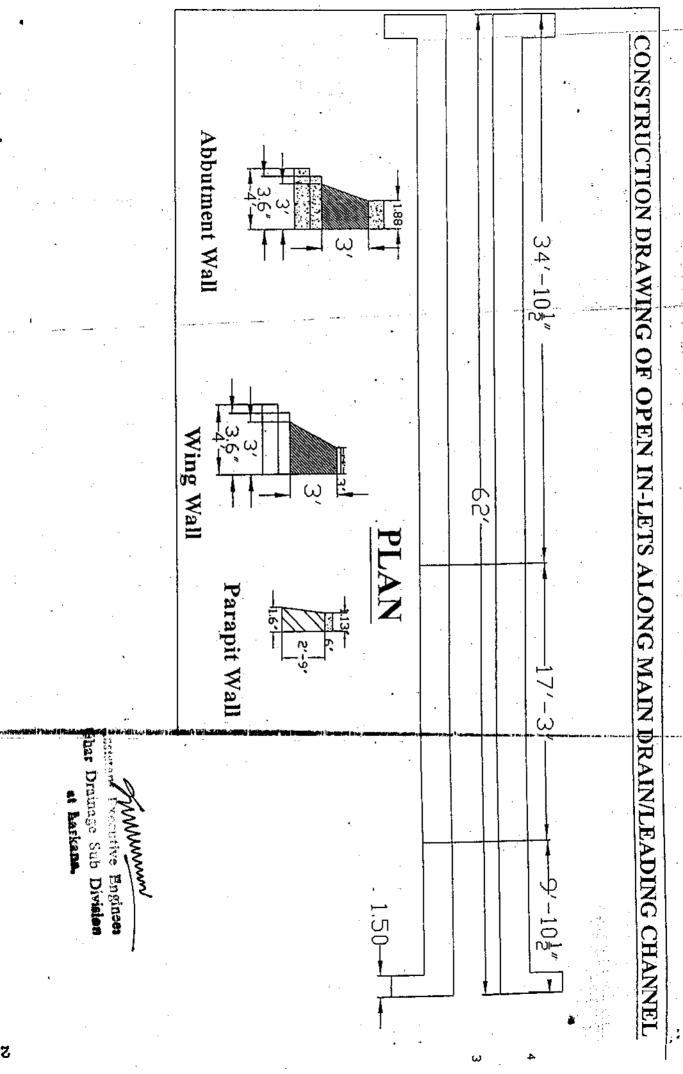
Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure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

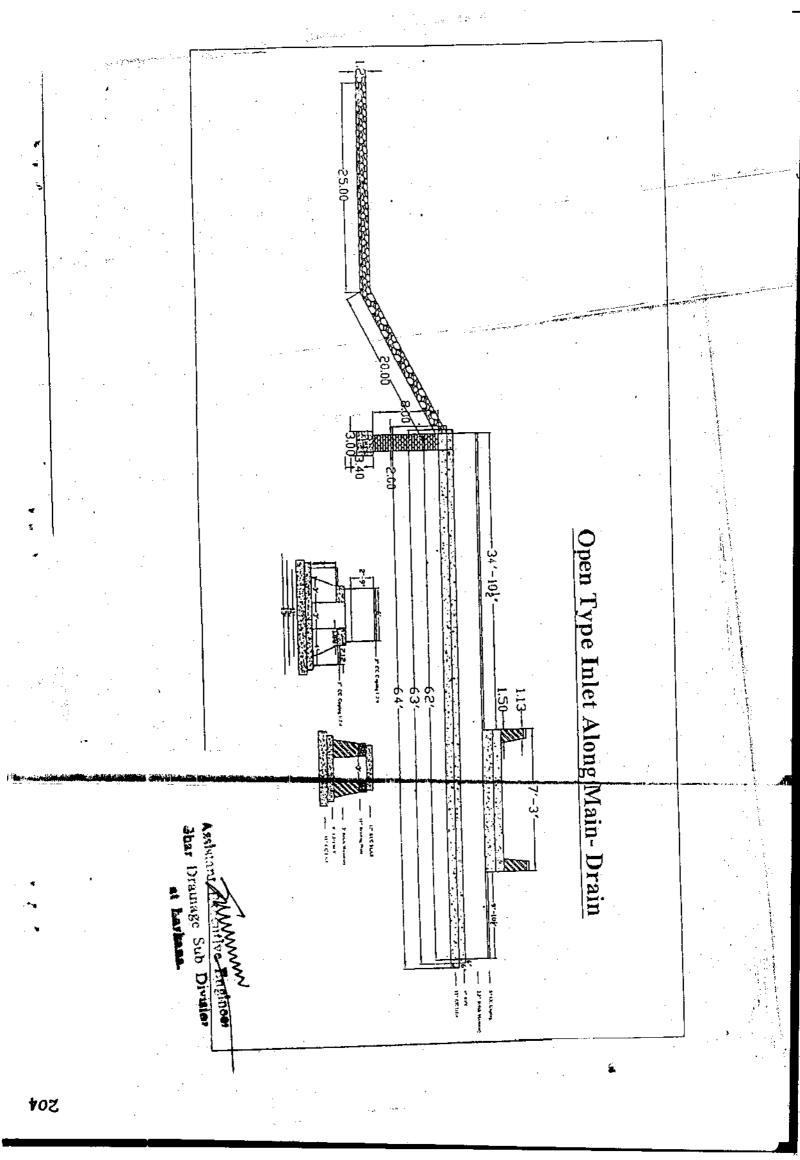
### \*DRAWINGS

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

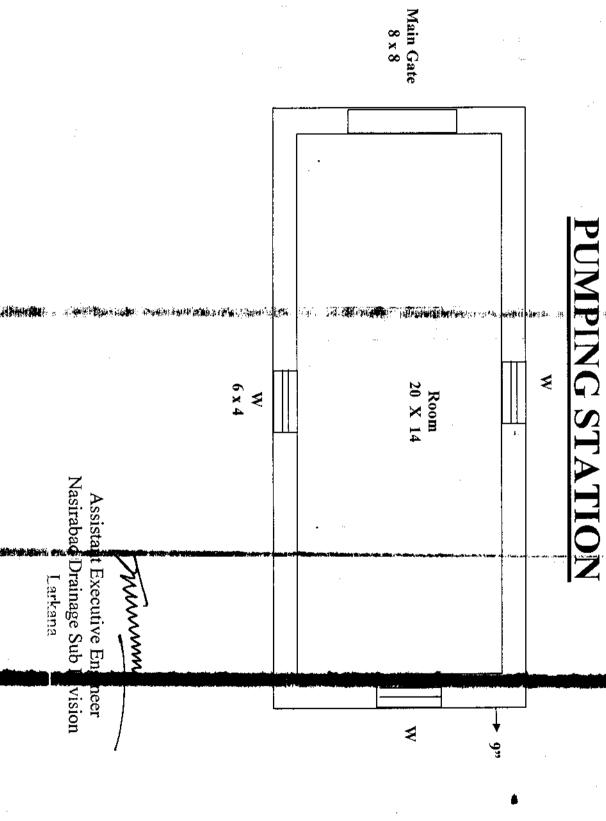


5 3.75 Section A.A PLAN FOR CONSTRUCTION OF W/C - X-ING ALONG MAIN DRAIN 90.6 65 Section C.C 659 Per 03 9 2888 III Assistant Executive Engineer Shar Drainage Sub-Division @ Larkana minimi Section B.B 181

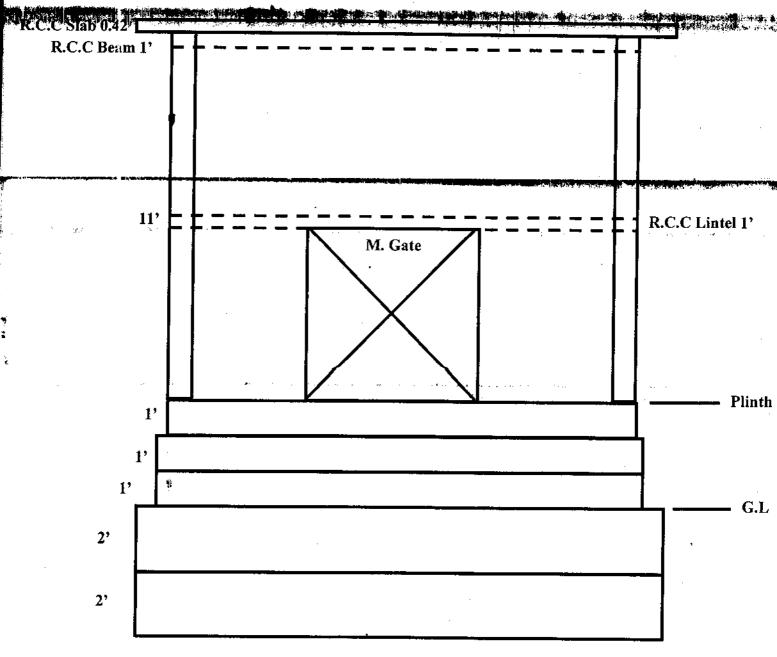




# PLAN FOR GENERATOR ROOM @ ALGANI



# **ELEVATION OF GENERATOR ROOM**



15'

Assistant Executive Engineer
Nasirabad Drainage Sub Division
Larkana

7.4

-

SPARIDING DOCUMENTAL SPARING SP

### STANDARD FORM OF BIDDING DOCUMENT

### **FOR**

### PROCUREMENT OF WORKS

"Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB 01 No:, W/C Xing 03 No:, Open Type inlet 04 No: along Ghar Main Drain"

**Executive Engineer North Dadu Drainage Division Larkana** 

Issued to M/S:

# INSTRUCTIONS TO PROCURING AGENCIES

Siridh Public Procurement Regulatory Authority | www.pprasindh.gov.pk

# INSTRUCTIONS TO PROCURING AGENCIES (Not to be included in Bidding Documents)

### A. Basis of Documents

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

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

### **B.** Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

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

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

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

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

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

### D. Instructions to Bidders

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

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

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

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

### E. Bidding Data

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

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

### F. Schedules to Bid

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

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

### G. Conditions of Contract

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

### H. Contract Data

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

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

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

### 1. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

### J. Drawings

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

### **SUMMARY OF CONTENTS**

(I)	INVITATION FOR BIDS	02
(11)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(111)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	34
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

### INVITATION FOR BIDS

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA

**1**: 074-9410063 Fax No: 074-4044416 No: TC/G-55/ 705 / of 2015 Larkana Dated: 9/3/2015

### **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested contractors/firms as per SPP Rules 2010 (amended 2013)

### List of Works

Si.	- white of month	Estimated	Earnest	Tender	Completion
No:		Cost	2%	Fee	Period
01	Construction of Cut During AL Da		Money		
01	Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction (01				
	No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03	20.000			!
	Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:)	29.090	581800	2500	24 Months
	along Sub Drain 2L Panhwaro.				
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to	<u> </u>	<del> </del>		
	15+0, Reconstruction of VRB (02 No.), W/C Xing (01				i
	No:) along Ghar L Channel, W/C Xing (02 No:), Open	35.951	719020	2500	24 Months
	Type inlet (02 No:) along Ghar Main Drain &	20.501	17020	2500	24 MOHUS
	Generator Room (01 No:) @ Ghar Pumping Station				
03.	Bed Clearance of Ghar Main Drain from RD: 15+0 to		<u></u>	· <del>-</del>	<del></del>
	40+0, Reconstruction of VRB (01 No:), W/C Xing (03)	34.416	688320	2500	24 Months
	No:), Open Type inlet (04 No:) along Ghar Main Drain	į			2.1.1011113
04.	Bed Clearance of Ghar Main Drain from RD: 40+0 to				
	6010, Reconstruction of VRB (01 No:), W/C Xing (04				
	No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar	37.225	744500	2500	24 Months
	System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar				
05.					
05.	Bed Clearance of Ghar Main Drain from RD: 60+0 to				-
	80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R ,Sub Drain 2R				
	Nasirabad, Reconstruction of W/C Xing (02 No:),	43.000			i
	Open Type inlet (04 No:) along Ghar Main Drain,	41.082	821640	2500	24 Months
	Reconstruction of W/C Xing (02 No:), VRB (01 No:)				
	along Nasirabad Branch Drain		-		
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to	<del></del>	<del></del> -	<del></del>	
	68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R	35.896			
	Badeh System & Reconstruction of VRB (01 No:)	33.890	717920	2500	24 Months
	W/C Xing (03 No:) along Badeh Branch Drain				
07.	Bed Clearance of Nasir Branch Drain from RD: 0+0 to				
	62+0, Reconstruction of VRB (01 No:), W/C Xing (05	39.575	791500	2500	24 Months
	No:), Open Type inlet (05 No:) along Ghar Main Drain	03.075	771300	2300	24 Months
08.	Bed Clearance of Ghar Main Drain from RD: 80+0 to			<del></del>	<del>-</del>
İ	105+0, Sub Drain 5L Ghar, & Reconstruction of		1		
	Junction culvert (01 No:) along Nasir Branch Drain	39.219	784380	2500	24 Months
	VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet				21 1/10/11/13
-	(05 No;) along Ghar Main Drain				
09.	Bed Clearance of Kamber Branch Drain RD: 0+0 to				
	35÷500, Sub Drain 1L, 2L Kamber System,				
	Reconstruction of Junction culvert (01 No:) along Sub	34.713	694260	2500	24 M = 2
	Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing		074200	2500	24 Months
	Drain Open Type miet 05 No: along Kamber Branch		Ì		
	(04 No:), Open Type inlet 05 No: along Kamber Branch Drain				

		<u> </u>	<del></del>	·	<del></del>
10.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain 1L, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 18 00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14.	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope
- 4. Bidding/Tender Documents:
  - (i) Issuance: Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM on payment of tender fee (Non-refundable-mentioned against each item in the list).
  - (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
  - (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
  - (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal)

: Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:
2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

### 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.
  - (iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;

(iv) Affidavit that firm has never been black listed;

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.

- 4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.
- 5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.
- 6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.
- 7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.
- 8) Notice Board Local.

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

### INVITATION FOR BIDS

		Date:
		Bid Reference No.:
1.	bids from approprime pre-qual	curing Agency, [enter name of the procuring agency], invites sealed in interested firms or persons licensed by the Pakistan Engineering Council in the late category (not required for works costing Rs 2.5 million or less) and/or duly ified (if pre-qualification is done for specific scheme/project) with the Procuring for the Works, [enter title, type and financial volume of work], which completed in [enter appropriate time period] days.
2.	on subm non-refu acquire	lete set of Bidding Documents may be purchased by an interested eligible bidder dission of a written application to the office given below and upon payment of a magnification described by an interested eligible bidder dission of a written application to the office given below and upon payment of a magnification described by an interested eligible bidder dission of a written application to the office given below and upon payment of a magnification described by an interested eligible bidder dission.
3	All bids	must be accompanied by a Bid Security in the amount of Rs
٠.		
	the forr	<u></u>
	to	(Indicate Address and Exact Location) at or before
	hours, o	n (Date). Bids will be opened at hours on the same day in
		ence of bidders' representatives who choose to attend, at the same address
	inaicai	e the address if it differs].
	•	
		·
[N	ote: 1.	Procuring Agency to enter the requisite information in blank spaces.
	2.	The bid shall be opened within one hour after the deadline for submission of bids.]

# INSTRUCTIONS TO BIDDERS & BIDDING DATA

### Notes on the Instructions to Bidders

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

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

### TABLE OF CONTENTS

### INSTRUCTIONS TO BIDDERS

Ciause No.	Description Page No.	
	A. GENERAL	
IB.1	Scope of Bid & Source of Funds	
IB.2	Eligible Bidders6	
IB.3	Cost of Bidding7	
	B. BIDDING DOCUMENTS	
18.4	Contents of Bidding Documents	
IB.5	Clarification of Bidding Documents	
1B.6	Amendment of Bidding Documents 8	
	C- PREPARATION OF BID	
IB.7	Language of Bid 8	
IB.8	Documents Comprising the Bid8	
IB.9	Sufficiency of Bid 8	
IB.10	Bid Prices, Currency of Bid & Payment9	
1B.11	Documents Establishing Bidder's Eligibility and Qualifications 9	
IB.12	Documents Establishing Works Conformity to	
	Bidding Documents9	
IB.13	Bidding Security	
IB.14	Validity of Bids, Format, Signing and Submission of Bid 10	
	D-SUBMISSION OF BID	
IB.15	Deadline for Submission, Modification & Withdrawal of Bids 11	
E. BID OPE	NING AND EVALUATION	
IB.16	Bid Opening, Clarification and Evaluation	
IB.17	Process to be Confidential	
F. AWARD	OF CONTRACT	
IB.18	Qualification	
IB.19	Award Criteria & Procuring Agency's Right	
IB.20	Notification of Award & Signing of Contract Agreement 14	
IB.21	Performance Security	
IB.22	Integrity Pact	
11).44	intogrity t activities in 13	

#### 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

## 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

## IB.2 Eligible Bidders

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

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

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

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (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

#### 1B.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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

#### **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 quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

#### 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

## 1B.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

- 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.

#### 1B.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. Fupees 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.

- Each bidder shall prepare Original and number of copies specified in the Bidding Data of 14.5 he documents comprising the bid as described in IB.8 and clearly mark them -ORIGINALI and -COPYI as appropriate. In the event of discrepancy between them,
  - the original shall prevail.
- The original and all copies of the bid shall be typed or written in indelible ink and shall 14.6 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.
- The Bid shall be delivered in person or sent by registered mail at the address to Procuring 14.7 Agency as given in Bidding Data,

#### D. SUBMISSION OF BID

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

- 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:
  - bear the name and identification number of the Contract as defined in the (b) Bidding and Contract Data; and
  - provide a warning not to open before the specified time and date for Bid (z)opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate (t)the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - If the outer envelope is not sealed and marked as above, the Procuring Agency will (z)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 riodification 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 Enfeiture 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 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.
- 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.

## IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 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.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of 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 Acceptancel) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly 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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

## Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

## **Brief Description of Works**

Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB 01 No: W/C Xing 03 No: Open Type inlet 04 No: along Ghar Main Drain

- 5.1 (a) Procuring Agency's address:

  Executive Engineer, North Dadu Drainage Division Larkana, SCARP
  Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - (b) Engineer's address:

    Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation
    Colony near Miro Khan Chowk Ratodero Road Larkana
- 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: (Insert required capabilities and documents)
  i. Financial capacity: (must have turnover of Rs----Million);
  - ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
  - iii. Construction Capacity: (mention the names and number of equipments required for the work).

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

#### 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

## 14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

#### 14.4 Number of Copies of the Bid to be submitted:

One original plus two copies.

## 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

#### 15.1 Deadline for Submission of Bids

Time: 1.00 PM on 31-03-2015.

#### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

#### 16.4 Responsiveness of Bids

(i) Bid is valid till required period,

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- \*Procuring agency can adopt either of two options. (Select either of them)
  - (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
  - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

# FORM OF BID (LETTER OF OFFER)

Bid R	eferenc	e No.
	(Name	e of Works)
To:		
Gentle	emen,	
	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.
		we, the undersigned, being a company doing business under the name of and address
		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.

We understand that you are not bound to accept the lowest or any bid you may receive.
 We do hereby declare that the Bid is made without any collusion, comparison

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 au	thorized to	sign bid for a	and on behalf	of
(Name of Bidder in Block C	Capitals)			(Seal)	
Address					
	,				
Witness:					
(Signature)		<del></del> -			
Name:Address:	,				

## [SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

## SCHEDULE - A TO BID

## SCHEDULE OF PRICES

Sr. No.	Page No.
1.	Preamble to Schedule of Prices 24
2.	Schedule of Prices
	*(a) Summary of Bid Prices
	* (h) Detailed Schedule of Prices /Bill of Quantities (BOO)

<sup>\* [</sup>To be prepared by the Engineer/Procuring Agency]

## PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

#### 2. Description

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

#### 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (FPS Units).

·	FPS	System	
.,,		•	

(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 enterby the bidder will not be paid to by the Procuring Agent executed and shall be deemed over a by the rates and paid the items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deem to have obtained information as to and all requirement of its timers of which may affect the bid price.
  - \*(b) The Contract challed a place place ble to make complete arrange that the respectation of the Plant to the Site.

gency may modify as appropriate)

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

#### 5. Bid Prices

## 5.1 Break-up of Bid Prices

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

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

#### 5.2 Total Bid Price

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

#### 6. Provisional Sums and Day work

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

## SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	·
2	Internal sanitary and water supply	
3	Electrification	
4	External Development works	+
5	Miscellaneous Items	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	
. 3.	Culverts and Bridges	
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
$\frac{1}{3}$ .	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5.	Compound wall	
6.	Miscellaneous Items	
	"Construction of Sub Drain 2L Pahnwaro"	
	Total Bid Price (The amount to be entered in Paragrap Bid) (In words).	oh I of the Form of

## SCHEDULE"B"

Package No: 03

# Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB 01 No:, W/C Xing 03 No:, Open Type inlet 04 No: along Ghar Main Drain

S. No	Description	Quantity	Rate	Unit	Amount
	Earth work excavation in Irrigation channel, drains etc	,	Rate	Unit	Amount
1	complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.I.No.5(a)P-I)	3853337,00 Cft:	2420.00	‰ Cft	9325076
2	Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil (Page No: 1, Item No: 3 (a)	259547.00 Cft:	2117.50	%oCft	549591
3	Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, spwal, coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10" x 5"or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. A	180155 NO C#	579.41	%Cft	1095983
4	Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page-3, Item No.11 (b)	4053124.00 Cft:	187.55	%o Cft:	760163
5	Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36).	7200.00 Cft:	420.00	%oCft	3024
6	Excavation in foundation of buildings, bridges & other structure i/c dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft. in ordinary soil (P-4 Item No:18(b)	75021.12 Cft:	3176.25	%o Cft:	238286
7	Extra for wet earth work (P-3 Item No:15)	15166.56 Cft:	1058.75	%o Cft:	16058
8	Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from t		1500.00	P.day	150000
9	NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, I-23 (ii)	1600.00 Hrs;	188.00	P.Hrs	300800
10	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:3:6 (P-18 Item No: 5 /h)	9765.50 Cft:	12595.00	% Cft:	1229965
11	Pacca brick work other than buildings i/c stricking of joints up to 20 ft: height in cement sand mortar 1:3: (Page No: 21 item No:7(i) (b)	15962.16 Cft:	13387.69	% Cft:	2136964
12	Erection and removal of centering for RCC or plain cement concrete work of Deodar wood 2nd class vertical (P-21,I-18 a (ii)	1282.33 Sft:	7000.0	% Sft:	89763
13	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:2:4 (P-15 Item No: 5	1067,17 Cft:	14429.25	% Cft:	153984
14	Reinforced cement concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending	14141.55 Cft:	337.00	P. Cft:	4765702
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making oints and fastenings including cost of binding wire also	836,49 Cwt:	4820.20	P.Cwt:	4032053

S. No	Description .	Quantit	y	Rate	Unit	Amount
16	Rehandling of Earth work (b) up to lead of 50 ft: (Page-2, Item No.9	4072537.00	Cft:	1058.75	%oCft	4311799
17	Cement Pointing struck joints on walls (b) Ratio 1:3 (P-52 item No:19 (b)	3461.88	Sft:	1213.58	% Sft:	42013
13	Stone filing dry hand packed as filling behind retaining walls or in pitching and aprons.(P- 36, Item No:16)	3600.00	Cft:	2684.00	% Cft:	96624
13	Dismantling Cement concrete reinforced separting reinformcement from concrete cleaning & strenghtening	5134.50	Cft:	5445.00	%Cft	279574
2:)	Dismantling cement concrete Plain 1:3:6 (Page – 11 Item – 19 (b)	81.00	Sft:	1306.80	%Cft	1059
21	Dismantling brick work in lime or Cement mortar (Page No:11, Item No:13)	3672.00	Cft:	1285.63	%Cft	47208
<b>2</b> 2	formation dressing & Preparing sub grade (b) on Slope (P- 80, Item No: 01(b)	10732.80	Sft:	453.75	% Sft:	48700
23	Stone piching icluding sub base with hammer dressed stone on surface laid in course i/c carrage of materialwith 3 chain (P- 37, Item No:23)	16916.00	Sft.	5377.63	% Sft:	909680
2¢!	Cement Plaster up to 20' hieght (b) 1/2" thick ratio 1:3 (P-58 I-10(b)	2253.62	Cft:	2344.59	% Sft:	52838
					Total Rs:	30636905

O milam Ling to a Chamraho
Executive Engineer
North Dadu Drainage Division
Larkana

#### SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	H.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
	o be carried to Summary of Bid Pri			

Ad4/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.

## \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

## WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



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

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

#### PROPOSED PROGRAMME OF WORKS

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

#### METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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.  Contract Value:  Contract Title:	Dated	
or induced the procure benefit from Governme or any other entity own	ement of any contract, rent of Sindh (GOS) or an ed or controlled by it (G	tractor] hereby declares that it has not obtained right, interest, privilege or other obligation or against the subdivision or agency thereof OS) through any corrupt business practice.
warrants that it has for anyone and not given or outside Pakistan of including its affiliate, sponsor or subsidiary, described as consultate procurement of a consultate of a	ally declared the broker or agreed to give and sl either directly or indire agent, associate, broke any commission, gratifi- ation fee or otherwise, contract, right, interest, in, from Procuring Agency	age, commission, fees etc. paid or payable to nall not give or agree to give to anyone within ctly through any natural or juridical person, or, consultant, director, promoter, shareholder, cation, bribe, finder's fee or kickback, whether with the object of obtaining or inducing the privilege or other obligation or benefit in cy (PA) except that which has been expressly
make full disclosure or related to the transaction	f all agreements and ar	y and strict liability that it has made and will rangements with all persons in respect of or taken any action or will not take any action to n or warranty.
declaration, not makin defeat the purpose of the right, interest, privilege without prejudice to an	g full disclosure, misre his declaration, represent or other obligation or l	lity and strict liability for making any false presenting facts or taking any action likely to tation and warranty. It agrees that any contract, benefit obtained or procured as aforesaid shall, dies available to PA under any law, contract or A.
Supplier/Contractor/Co on account of its corru- equivalent to ten time kickback given by [nat	onsultant] agrees to inder pt business practices and e the sum of any com me of Contractor] as afon ny contract, right, intere	exercised by PA in this regard, [name of mnify PA for any loss or damage incurred by it further pay compensation to PA in an amount amission, gratification, bribe, finder's fee or resaid for the purpose of obtaining or inducing est, privilege or other obligation or benefit in
[Procuring Agency]		[Contractor]

CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

## CONDITIONS OF CONTRACT

Clause No	Description	Page No
General Provision	ons	
2. The Procuring A	gency	
	aring Agency's Representatives	
	actor	
	cy's Risks	
7. Time for Compl	etion	40
	,	
	ects	
11). Variations and C	laims	41
11. Contract Price A	and Payment	43
	*	
13. Risks and Respo	onsibilities	46
14. Insurance		46
15, Resolution of D	isputes	47
	·····	

#### 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

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

#### Persons

- 1.1.4 —Procuring Agencyl 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.
- -Contractorl 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 —Partyl means either the Procuring Agency or the Contractor.

#### Dates, Times and Periods

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

#### Money and Payments

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

Does not include any allowance for profit.

#### Other Definitions

- -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 —Countryl means the Islamic Republic of Pakistan.
- 1.1.13 —Procuring Agency's Risksl means those matters listed in Sub-Clause 6.1.
- -- Force Majeurel 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 —Planti means the machinery and apparatus intended to form or forming part of the Works.
- -Sitc 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. 8 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1. 9 WorksI 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, licenses 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. 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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- c) 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 Maintenances Period.

## 9. REMEDYING DEFECTS

## 9.1 Remedying Defects

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

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

## 9.2 Uncovering and Testing

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

#### 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

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

## 10.2 Valuation of Variations

Variations shall be valued as follows:

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

## 10:3 Changes in the Quantities.

- a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 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.

## 10.5 Valuation of Claims

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

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

## 10.6 Variation and Claim Procedure

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

## 11. CONTRACT PRICE AND PAYMENT

## 11.1 (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

## 11.3 Interim Payments

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

#### 11.4 Retention

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

### 11.5 Final Payment

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

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

### 11.6 Currency

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

#### 12. DEFAULT

## 12.1 Defaults by Contractor

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

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

## 12.2 Defaults by Procuring Agency

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

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

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

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

### 14. INSURANCE

## 14.1 Arrangements

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

### 14.2 Default

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

## 15. RESOLUTION OF DISPUTES

## 15.1 Engineer's Decision

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

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

### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

### 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.)

	Clauses of
	litions of Contract
1.1.3	any
	(To be listed by the Procuring Agency)
1.1.4	The Procuring Agency means
	Executive Engineer, North Dadu Drainage Division Larkana
1.1.5	The Contractor means
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 Contrac Agreement.
1.1.9	Time for Completion 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
.1.20 elon	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)  Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details
elong	Engineer (mention the name along with the designation including whether he
oelon	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details
.3	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,
.3	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:
oelong	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement
.3 a) b)	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance
.3 a)	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance  The completed Form of Bid
.3 a) b) c)	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance  The completed Form of Bid  Contract Data  Conditions of Contract
.3 a) b) c) d)	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance  The completed Form of Bid  Contract Data
.3 a) b) c) d)	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement  Letter of Acceptance  The completed Form of Bid  Contract Data  Conditions of Contract  The completed Schedules to Bid including Schedule of Prices
.3 a) b) c) d) e)	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,  Documents forming the Contract listed in the order of priority:  The Contract Agreement Letter of Acceptance The completed Form of Bid Contract Data Conditions of Contract The completed Schedules to Bid including Schedule of Prices The Drawings, if any

4.1	rro	vision of Site: On the Commencement Date	
3.1	.l Authorized person:		
3.2	Name and address of Engineer's/Procuring Agency's representative		
4.4	Perf	formance Security:	
	Amo	ount	
		dity	
	(For	m: As provided under Standard Forms of these Documents)	
5.1	Requ	uirements for Contractor's design (if any):	
	Spec	cification Clause No's	
7.2	Prog	gramme:	
	Time	e for submission: Within fourteen (14) days* of the Commencement Date.	
	Forn	n of programme:(Bar Chart/CPM/PERT or other)	
7.4		ount payable due to failure to complete shall be% per day up to a maximum of 6) of sum stated in the Letter of Acceptance	
	(Usu day.)	ally the liquidated damages are set between 0.05 percent and 0.10 percent per	
7.5	In cas	Se of earlier completion of the Work, the Contractor is entitled to be paid bonus o limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated ages stated in the contract data.	
9.1	Perio	od for remedying defects	
	90 D	ays	
10.2	(e) V	ariation procedures:	
		Day work rates(details)	
11.1		Terms of Payments	
a)	Mobil	lization Advance	
	(1)	Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:	

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

OR

## 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a cord the with the Specification Permanent Works;
  - (ii) Such materials have the delighted to the fact that the properly stored and protected against as of darage of the contraction and verification of the English but have risk and cost of the Contractor;
  - (iii) The Contractor arecard of the quirements, orders, receipts and use of material and exercise to a loproved by the Engineer, and such record of the engineer and such records of the engineer and the engineer an

ontractor shall about with his monthly statement the estimated ralue of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- **(b)** Recovery of Secured Advance:
  - Secured Advance paid to the Contractor under the above provisions (i) shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unitized in work measured sing previous bill, equivalent to e qu tities of materials used contractor on items of wor xecuted in part I or
- fgineer monthly (c) Interim payments: The Contract statements of the estimated value ted less the cumulative amount certified previously.
  - the value of the quantities of (i) The value of wa the items i
  - (ii)

Ingineer 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.

materials and valuation of variations

Retention money and other advances are to be recovered from the bill (v) submitted by contractor.

#### 11.2 \*(a) Valuation of the Works:

1)	Eump sum price nii (details), or					
ii)	Lump sum price with schedules	of ra	tes		(detai	ls), or
iii)	Lump sum price with bill of qua	ntitie	es	(d	etails),	ог
iv)	Re-measurement with estimate	d/bid	quantit	ies in the	Schedi	ule of
	Prices or on premium above	ог	below	quoted or	n the	rates
	mentioned in CSR		(details)	, or/and	•	

v) Cost reimbursable (details)

11.3	Percentage of retention*: five (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Туре	of cover
	Third Party-injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).
	Workers:
	Other cover*:
	(In each case name of insured is Contractor and Procuring Agency)
[4.2	Amount to be recovered
	Premium plus percent (%).
15.3	
	Place of Arbitration:
	<u> </u>
* (Pro	ocuring Agency to specify as appropriate)
** (It	has to be in the Province of Sindh)

## STANDARD FORMS

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

## FORM OF BID SECURITY

(Bank Guarantee)

			Guarantee No.	
(Let	Letter by the Guarantor to the Procuring Agency)			
Nan addr	ic of Gi ess:	uarantor	r (Scheduled Bank in Pakistan) with  (Bidder) with	
Nam addr	ess:	incipal	(Bidder) with	
Sum	of Sec	urity (e)	xpress in words and	_
			Date of Bid	<del></del>
unto Ager we b firml	theincy!) in ind our y by th	the surrelives, ese pres	N OF THIS ORI IGATION IS SUICH that whenever the B.	rmly bound —Procuring to be made, d severally,
Suulli	inted ti	io accor	whan And nambered and dated as above tol.	
Agen	cy; and	<del></del>	(Particulars of Bid) to the said	Procuring
ו ואונו	tioned that the p	as unde the Bid eriod of	rocuring Agency has required as a condition for considering the furnishes a Bid Security in the above said sum to the Procurir er:  Security shall remain valid for a period of twenty eight (28) days of the bid; went of;	ng Agency,
	(a)	the P	rincipal withdraws his Bid during the period of validity of Bid,	or
	(b)	the P	Principal does not accept the correction of his Bid Price, pursua se 16.4 (b) of Instructions to Bidders, or	
	(c)	failur	re of the successful bidder to	
		(i)	furnish the required Performance Security, in accordance Clause IB-21.1 of Instructions to Bidders, or	with Sub-
		(ii)	sign the proposed Contract Agreement, in accordance Clauses IB-20.2 & 20.3 of Instructions to Bidders,	with Sub-

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 four een (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.

PRCVIDED 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.

PRCVIDED 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.

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

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Guarantee 1	No
Executed	on
Expiry Da	ate .
(Let er 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	•
KNOW ALL MEN BY THESE PRESENTS, that in pursuance Documents and above said Letter of Acceptance (hereinafter of the request of the said Principal we, the Guarantor above name unto the Procuring Agency) in the penal sum of the amount stated above sum well and truly to be made to the said Procuring Agency, executors, administrators and successors, jointly and severally, for	catled the Documents) and at d, are held and firmly bound (hereinafter called the we, for the payment of which we bind ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS SUCH, tha accepted the Procuring Agency's above said Letter of Acceptanc (Name of Contract) for	t whereas the Principal has e for
(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 per discharged of our liability, if any, under thi	riod of this Guarantee, failing which we shall be is Guarantee.
Procuring Agency without delay upon the cavil or arguments and without requiring the or reasons for such demand any sum or Procuring Agency's written declaration that	(the Guarantor), waiving all objections and evocably and independently guarantee to pay to the Procuring Agency's first written demand without the Procuring Agency to prove or to show grounds sums up to the amount stated above, against the tithe Principal has refused or failed to perform the a payment will be effected by the Guarantor to count Number.
Contract or has defaulted in fulfilling said objection any sum or sums up to the amour Procuring Agency forthwith and without an IN WITNESS WHEREOF, the above boun its seal on the date indicated above, the	Agency shall be the sole and final judge for or) has duly performed his obligations under the obligations and the Guarantor shall pay without at stated above upon first written demand from the y reference to the Principal or any other person.  ded Guarantor has executed this Instrument under name and corporate seal of the Guarantor being ned by its undersigned representative, pursuant to
Witness: 1 Corporate Secretary (Seal) 2	Guarantor (Bank)  1. Signature  2. Name  3. Title
(Name, Title & Address)	Corporate Guarantor (Seal)

Signature of the Contactor	Signature of the Procuring Agen	
(Sea.)	(Seal)	
Signed, Sealed and Delivered in the pre	esence of:	
Witness:	Witness:	
	<del></del>	
(Narre, Title and Address)	(Name, Title and Address)	

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.

## MOBILIZATION ADVANCE GUARANTEE

· G	uarantee No
(Letter by the Course Letter)	Executed on
(Letter by the Guarantor to the Procuring Agency)	
WHEREAS the	(hereinafter
called the Procuring Agency) has entered into a Contract for	
	:
(F	articulars of Contract), with
(hereinafter called the	e Contractor).
	·
AND WHEREAS the Procuring Agency has agreed advan-	ce to the Contractor, at the
Contractor's request, an amount	
) which amount and I Landvanc	ed to the second as per
provisions of the Contract.	
	tractor to furnish Guarantee to ions under the said Contract.
John Market Congression Congre	nons under the said Compact.
AND WHEREAS	(Scheduled Bank)
(here nafter the character) at the request of the Contra	ctor and in consideration of the
Proceeding, agreeing to make the above advance to furn and Guarantee.	the Contractor, has agreed to
NOW THEREFORE the Guarantor hereby guarantees tha	the Contractor shall use the
advance for the purpose of above mentioned Contract and if	
fulfil ment of any of his obligations for which the advance p shall be liable to the Procuring Agency for payment not	
amount.	
Notice in writing of any default, of which the Procuring Ag	ency shall be the sole and final

judge, as aforesaid, on the part of the Contractor, shall be given by the Procuring Agency to the Guarantor, and on such first written demand payment shall be made by the Guarantor of all sums then due under this Guarantee without any reference to the Contractor and without

any objection.

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later that	n
by which date we must have received ar telefax.	ny claims by registered letter, telegram, telex or
It is understood that you will return this total amount to be claimed hereunder.	Guarantee to us on expiry or after settlement of the
	Guarantor (Scheduled Bank)
Witness:	1. Signature
Corporate Secretary (Seal)  2	2. Name  3. Title  rporate Guarantor (Seal)

## INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the
Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,  (Rs
on and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay follow:-
(RF) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

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

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

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

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

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

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

In witnesses whereof the*	on	behalf of the
Governor of Sindh and the said	,,,	have hereunto set
their respective hands and seals the day and first above written.		

Signed, sealed and delivered by\* In the presence of

Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of

Seal

1st Witness 2<sup>nd</sup> witness

## **SPECIFICATIONS**

[Note for Preparing the Specifications]

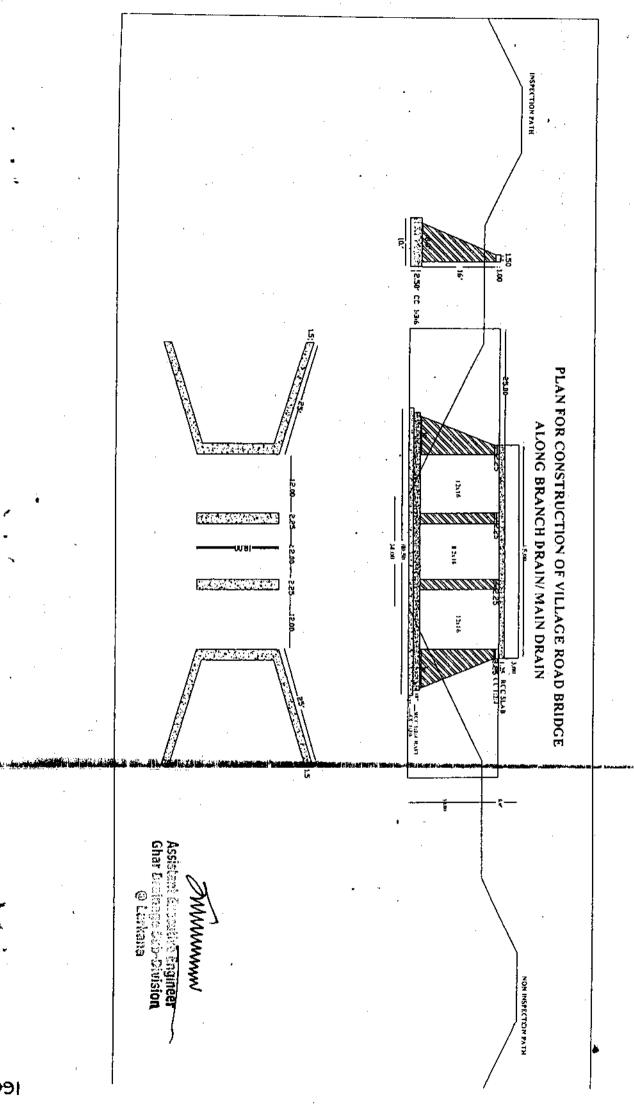
A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the user without qualifying their Bids. The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement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

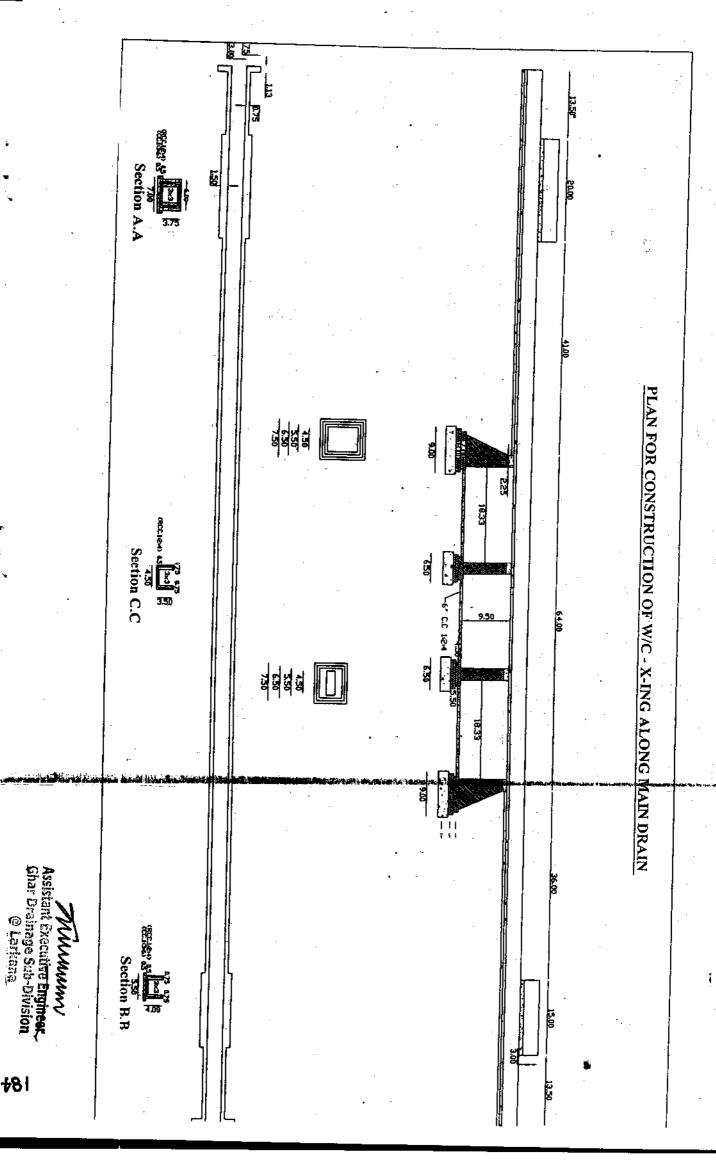
Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should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

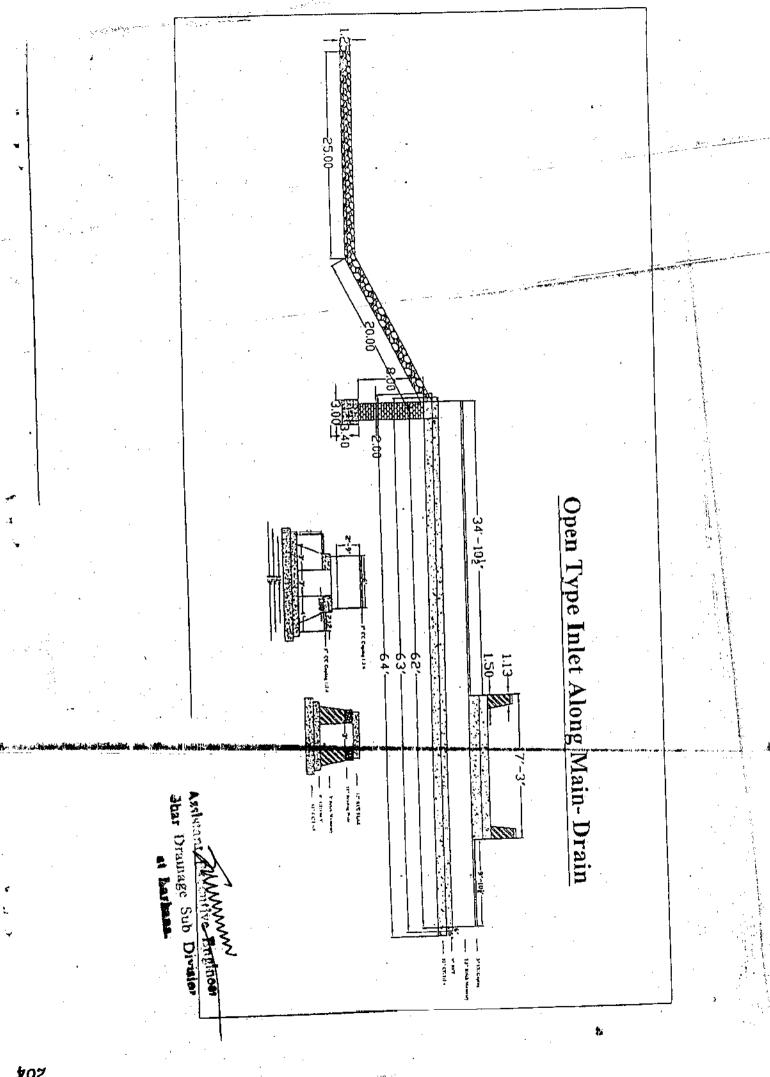
Care nust be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to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

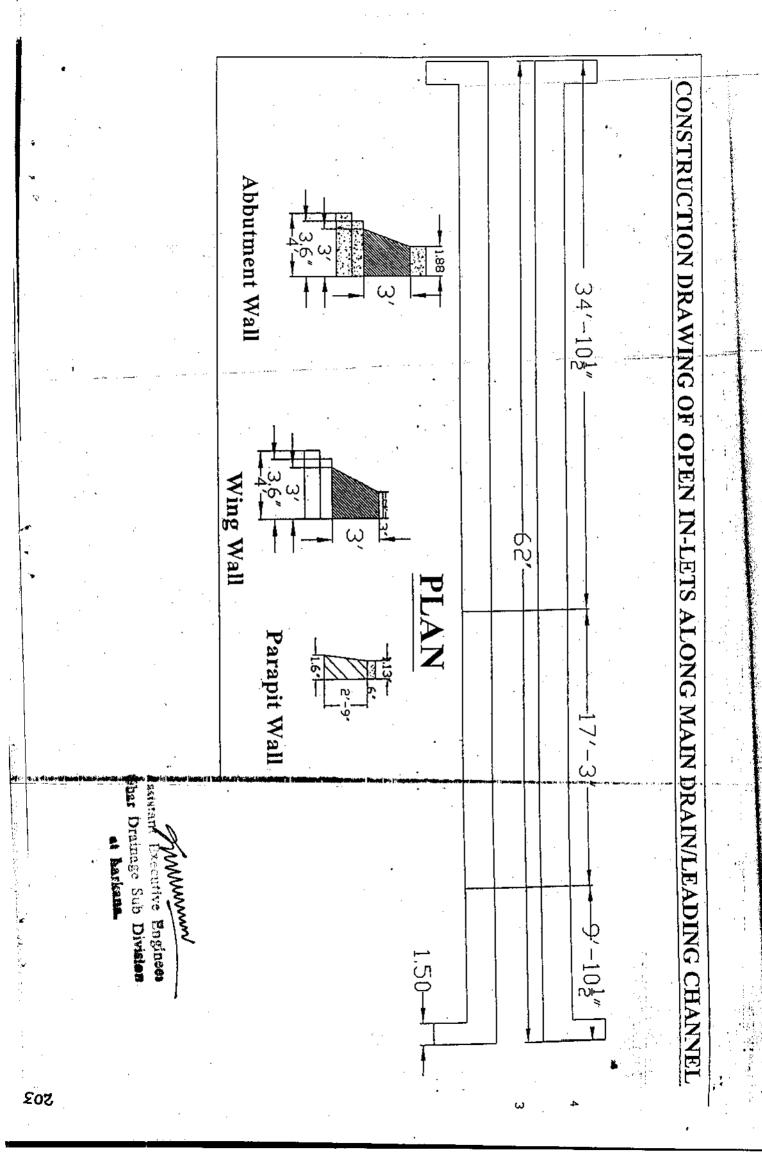
Sample Clause: Equivalency of Standards and Codes

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











SPABIDING DOCUMENT

## STANDARD FORM OF BIDDING DOCUMENT

## **FOR**

## PROCUREMENT OF WORKS

"Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB 01 No: , W/C Xing 04 No: Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar"

**Executive Engineer North Dadu Drainage Division Larkana** 

Issued to M/S:

## INSTRUCTIONS TO PROCURING AGENCIES

# INSTRUCTIONS TO PROCURING AGENCIES (Not to be included in Bidding Documents)

#### A. Basis of Documents

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

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

#### B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

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

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

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

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

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

#### D. Instructions to Bidders

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

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

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

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

## E. Bidding Data

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

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

### F. Schedules to Bid

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

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

#### G. Conditions of Contract

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

#### II. Contract Data

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

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

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

## I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

## J. Drawings

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

## **SUMMARY OF CONTENTS**

(l)	INVITATION FOR BIDS	02
(II)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(111)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
	STANDARD FORMS	
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

**INVITATION FOR BIDS** 

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA

Eax No: 074-4044416

No: TC/G-55/ 705 / of 2015 Larkana Dated: 9/3/2015

## **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested contractors/firms as per SPP Rules 2010 (amended 2013)

## List of Works

Sr. No:	Name of work	Estimated	Earnest	1	Completion
		Cost	2% Money	Fee	Period
01.	Construction of Sub Drain 2L Pahnwaro Panhwaro		Money		
	System RD: 0 to 15+00, Construction of Junction (01)				
	No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03	29.090	581800	2500	24 Months
	Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:)				
02.	along Sub Drain 2L Panhwaro.				
V2.	Bed Clearance of Ghar Main Drain from RD: 0+0 to				-
	15+0, Reconstruction of VRB (02 No:), W/C Xing (01 No:) along Ghar L Channel, W/C Xing (02 No:), Open	25.051		1	
	Type inlet (02 No:) along Ghar Main Drain &	35.951	719020	2500	24 Months
	Generator Room (01 No:) @ Ghar Pumping Station				
03.	Bed Clearance of Ghar Main Drain from RD: 15+0 to		<u> </u>		<u> </u>
	40+0, Reconstruction of VRB (01 No:), W/C Xing (03	34.416	600000	2500	
	No:), Open Type inlet (04 No:) along Ghar Main Drain	34.410	688320	2500	24 Months
04.	Bed Clearance of Ghar Main Drain from RD 40+0 to	<del>_</del>	!		<del>-</del>
	60+0, Reconstruction of VRB (01 No:), W/C Xing (04			1	
	No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar	37.225	744500	2500	24 14t
	System & Re-Construction of Junction Culvert over	31.223	744300	2300	24 Months
<del></del> -	Sub Drain 3L Ghar				
05.	Bed Clearance of Ghar Main Drain from RD: 60+0 to				
	80+0, Bed Clearance along Nasirabad Branch Drain				
1	RD: 40+ to 100+0, Sub Drain 1R Sub Drain 2R				
	Nasirabad, Reconstruction of W/C Xing (02 No:),	41.082	821640	2500	24 Months
	Open Type inlet (04 No:) along Ghar Main Drain,				
	Reconstruction of W/C Xing (02 No:), VRB (01 No:)				
06	along Nasirabad Branch Drain				
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to				
	68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R	35.896	717920	2500	2434 4
[	Badeh System & Reconstruction of VRB (01 No:),		717920	2500	24 Months
07.	W/C Xing (03 No.) along Badeh Branch Drain				
٠,٠	Bed Clearance of Nasir Branch Drain from RD: 0+0 to				
ļ	62+0, Reconstruction of VRB (01 No:), W/C Xing (05 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.575	791500	2500	24 Months
08.	Bed Clearance of Ghar Main Drain from RD: 80+0 to				
٠٠.	105+0, Sub Drain 5L Ghar, & Reconstruction of				
	Junction culvert (01 No:) along Nasir Branch Drain,	20.210	504000		
	VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet	39.219	784380	2500	24 Months
	(05 No:) along Ghar Main Drain	1			
)9.	Bed Clearance of Kamber Branch Drain RD: 0+0 to				
	35+500, Sub Drain 1L, 2L Kamber System	İ			
	Reconstruction of Junction culvert (01 No:) along Sub	34.713			ļ
	Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing	3 13	694260	2500	24 Months
	(04 No:), Open Type inlet 05 No: along Kamber Branch	-			
	Drain				Ī

		<del></del>	-	·	<del></del>
1(.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain 1L, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 185-00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14.	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :)  Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope
- 4. Bidding/Tender Documents:
  - (i) **Issuance:** Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM on payment of tender fee (Non- refundable-mentioned against each item in the list).
  - (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
  - (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
  - (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal) : Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xcnndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:-2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

## 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.
  - (iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;

(iv) Affidavit that firm has never been black listed;

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

- 3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.
- 4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.
- 5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.
- 6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.
- 7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.
- 8) Notice Board Local.

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

## INVITATION FOR BIDS

		Date:
		Bid Reference No.:
1.	bids from appropriate pre-qual Agency	[enter name of the procuring agency], invites sealed on interested firms or persons licensed by the Pakistan Engineering Council in the riate category( not required for works costing Rs 2.5 million or less) and/or duly lified(if pre-qualification is done for specific scheme/project) with the Procuring for the Works,[enter title, type and financial volume of work], which completed in[enter appropriate time period] days.
2.	on subm non-refu acquire	blete set of Bidding Documents may be purchased by an interested eligible bidder mission of a written application to the office given below and upon payment of a fundable fee of Rupees(Insert Amount). Bidders may the Bidding Documents from the Office of the Procuring Agency,(Mailing Address).
2	A II lei da	a must be appearanced by a Did Saggetty in the amount of De
٥.		s must be accompanied by a Bid Security in the amount of Rs.
	the forr	spercentage of bid price in m of (pay order / demand draft / bank guarantee) and must be delivered(Indicate Address and Exact Location) at or before
		on (Date). Bids will be opened at hours on the same day in
	the pres	sence of bidders' representatives who choose to attend, at the same address
	[indicate	te the address if it differs].
ſΝ	ote: 1.	Procuring Agency to enter the requisite information in blank spaces.
	2.	The hid shall be opened within one hour after the deadline for submission of bids.]

## INSTRUCTIONS TO BIDDERS & BIDDING DATA

### Notes on the Instructions to Bidders

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

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

## TABLE OF CONTENTS

## INSTRUCTIONS TO BIDDERS

Clause No.	Description Page No.
	A. GENERAL
IB.1 IB.2 IB.3	Scope of Bid & Source of Funds
	B. BIDDING DOCUMENTS
1B.4 1B.5 1B.6	Contents of Bidding Documents
	C- PREPARATION OF BID
IB.7 IB.8 IB.9 IB.10 IB.11 IB.12 IB.13 IB.14	Language of Bid
E. BID OPE	NING AND EVALUATION
IB.16 IB.17	Bid Opening, Clarification and Evaluation
F. AWARD	OF CONTRACT
IB.18 IB.19 IB.20 IB.21 IB.22	Qualification13Award Criteria & Procuring Agency's Right14Notification of Award & Signing of Contract Agreement14Performance Security14Integrity Pact15

#### 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

## 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

## **IB.2** Eligible Bidders

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

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

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

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (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

#### 1B.4 Contents of Bidding Documents

- 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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

## **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 quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

## 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.

## 1B.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 natters 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

- 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. Eupees 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.

## 1B.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
   —ORIGINALI and —COPYI 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
  - (2) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (2) 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.
- 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 a tend 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.
- 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;
- is not accompanied by the bid security of required amount and manner;
- (ii) stipulating price adjustment when fixed price bids were called for;
- (v) failing to respond to specifications;
- (v) failing to comply with Mile-stones/Critical dates provided in Bidding Documents;
- 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.

## IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 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 o 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 Eidding Documents.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any b d, 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

- 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 Acceptancel) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly 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)

**1B.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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the previsions herein shall prevail over those in the Instructions to Bidders.)

# Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

## **Brief Description of Works**

Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB 01 No: , W/C Xing 04 No: Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar

- 5.1 (a) Procuring Agency's address:

  Executive Engineer, North Dadu Drainage Division Larkana, SCARP
  Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - (b) Engineer's address:

    Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation
    Colony near Miro Khan Chowk Ratodero Road Larkana
- 10.3 3id 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: (Insert required capabilities and documents) i. Financial capacity: (must have turnover of Rs----Million);
  - ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
  - i i. Construction Capacity: (mention the names and number of equipments required for the work).

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

## 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

## 14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

## 14.4 Number of Copies of the Bid to be submitted:

One original plus two copies.

## 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

### 15.1 Deadline for Submission of Bids

Fime: 1.00 PM on 31-03-2015.

#### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

## 16.4 Responsiveness of Bids

i) Bid is valid till required period,

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- \*Procuring agency can adopt either of two options. (Select either of them)
  - (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
  - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

# FORM OF BID (LETTER OF OFFER)

Bid Re	elerenc	ce No
	(Nam	e of Works)
То		
Gentler		
	Ι.	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.
		we, the undersigned, being a company doing business under the name of and address
		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
		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 rcceive. We do hereby declare that the Bid is made without any collusion, comparison 9. of figures or arrangement with any other person or persons making a bid for the Works. Dated this \_\_\_\_\_ day of , 20 Signature in the capacity of \_\_\_\_\_ duly authorized to sign bid for and on behalf of (Name of Bidder in Block Capitals) (Seal) Address Witness: (Signature)\_\_\_\_ Name: Address: \_\_\_\_\_

## [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

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

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

## PREAMBLE TO SCHEDULE OF PRICES

#### 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 d' Unites (FPS Units).

,	FPS System

(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 enterby the bidder will not be paid torby the Procuring Agent executed and shall be deemed every by the rates and prices items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deem to have obtained information as to and all requirement of the herion which may affect the bid price.
  - \*(b) The Contract shall the passible to make complete arrange at the range of the Plant to the Site.

gency may modify as appropriate)

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

#### 5. Bid Prices

#### 5.1 Break-up of Bid Prices

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

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

### 5.2 Total Bid Price

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

## 6. Provisional Sums and Day work

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

## SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
١.	Civil works	
2	Internal sanitary and water supply	
i	Electrification	
	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
۱.	Earthwork	
2.	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
1.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3,	Pipe Laying and Man holes	
ļ.	Tube wells, Pump houses	
5.	Compound wall	
í).	Miscellaneous Items	
	"Construction of Sub Drain 2L Pahnwaro"	
	·	•
	·	
	Total Bid Price (The amount to be entered in Paragraph I Bid) (In words).	of the Form of

## SCHEDULE "B"

Package No: 04

# Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB 01 No: , W/C Xing 04 No: Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction

Culvert over Sub Drain 3L Ghar S. No Description Quantity Rate Earth work excavation in Irrigation channel, drains etc complete Unit Amount ressed to designed section grade and profile in 50 ft: lead (a) in 4750278.0 Cft: 2420.00 crdinary soil.(S.I.No.5(a)P-I) % Cft 11495673 Borrowpit Excavation undressed lead up to 100 ft: (a) 2 ordinary soil (Page No: 1, Item No: 3 (a) 185028.00 Cft: 2117.50 %oCft 391797 Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, s wal. coal, lime, surkhi etc B G. rail fastening points and c ossing bridges, girders, pipes, 10" x 5"or 1000 mounds of fuel 75960 00 Cft: wood by trucks or any other means owned by the contractors. 579,41 %Cft 440120 Average 03 miles.(Rate analysis attached) Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil 4946106.0 Cft: 187.55 3, Item No.11 (b) % Cft: 927642 Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36) 14400.00 Cft: 420.00 %oCft 6048 Es cavation in foundation of buildings, bridges & other structure i/c dag bellings, dressing refilling around the structures with expavated earth watering & remaining lead up to 5 ft; in ordinary 103465.16 Cft: 3176.25 % Cft: 328631 so I (P-4 Item No:18(b) Extra for wet earth work (P-3 Item No:15) 36732.58 Cft: 1058.75 % Cft: 38891 Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of 132.00 days 1500.00 P.day 198000. the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED) NOTE: For working the pump beyond 8 Hours the following pay nent Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less 2112.00 Hrs: 188.00 P.Hrs 397056 thar 5 HP), (P-53, I-23 (ii) Note: (PHED) Centent concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:3:6 (P-18 Item No: 5 (h) 12595,00 9281.92 Cft: % Cft; 1169058 Pacca brick work other than buildings i/c stricking of joints up to 20 tt: height in cement sand mortar 1:3: (Page No: 21 item 17334.82 Cft: 13387.69 % Cft: No:"(i) (b) 2320732 Erection and removal of centering for RCC or plain cement concrete work of Deodar wood 2nd class vertical (P-21,I- 18 a (ii) 878.46 Sft: 7000.0 % Sft: 61492 Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate

921.35 Cft:

14429.25

% Cft:

132944

With out shuttering ratio 1:2:4 (P-15 Item No: 5 (f)

S. No	Description	Quantit	y Ra	te Unit	Amount
14	Reinforced cement concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending & finishing the exposed surface (i/c screening & washing of shingle) (a) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. (i) Ratio (1:2:4) 90 lbs cement, 2 cft: sand, 4 cft: shingle 1/8" to 1/4" gauge. (P-15&16, Item 6 (i)	17610.89	Cft: 337	.00 P. Cft:	5934870
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making joints and fastenings including cost of binding wire also includes removal of	1024.75 /	Cwt: 4820	.20 P.Cwt:	4939494
16	Rehandling of Earth work (b) up to lead of 50 ft: Page-2, Item No.9	3011358.00 (	Cft: 1058	.75 %oCft	3188275
17	Rement Pointing struck joints on walls (b) Ratio 1.3 P-52 item No:19 (b)	3863.50	Sft: 1213	.58 % Sft:	46887
18	Stone filing dry hand packed as filling behind retaining walls or n pitching and aprons. (P- 36, Item No:16)	4537.50 (	Cft: 2684	.00 % Cft:	121787
19	Cement Plaster 1:3 up to 12' height (P-51 Item No:10 (b)	1467.84 5	Sft: 2344	.59 % Sft:	34415
20	Dismantling Cement concrete reinforced separting einformcement from concrete cleaning & strenghtening the same	6693.50 (	Cft: 5445.	00 % Cft:	364461
21	Dismantling cement concrete Plain 1:3:6 (Page - 11 Item - 19(b)	301.00 S	Sft: 1306.	80 % Cft:	3933
	Dismantling brick work in lime or Cement mortar (Page No:11, Item No:13)	6902.55 S	Sft: 1285.	63 % Cft:	88741
	formation dressing & Preparing sub grade (b) on Slope (P- 80, Item No: 01(b)	8944.00 S	Sft: 453.7	75 % Sft:	40583
24	Stone Pitching including Sub-base with Hammer dressed stone on surface laid in course including carriage of matter with 3 chain Page No: 31 item No:23	12180.00 €	Cft: 5377,	63 % Cft:	654995
	-		<u> </u>	Total Rs:	33326526

Ghulam Mujtaba Dhamraho
Executive Engineer
North Dadu Drainage Division
Larkana

## SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	ff.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
			·	

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.

#### \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

## 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.

Ite ns of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



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

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

#### PROPOSED PROGRAMME OF WORKS

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

## METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed, to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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.  Contract Value:	Dated	·
Contract Title:		
or induced the procure benefit from Governme	ement of any contract, r ent of Sindh (GOS) or an	tractor] hereby declares that it has not obtained right, interest, privilege or other obligation or by administrative subdivision or agency thereof soc) through any corrupt business practice.
warrants that it has f anyone and not given or outside Pakistan of including its affiliate, sponsor or subsidiary, described as consultar procurement of a con-	ully declared the broker or agreed to give and sleither directly or indire, agent, associate, broke, any commission, gratifiation fee or otherwise, contract, right, interest, n, from Procuring Agen-	egoing, [name of Contractor] represents and rage, commission, fees etc. paid or payable to hall not give or agree to give to anyone within ectly through any natural or juridical personer, consultant, director, promoter, shareholder, leation, bribe, finder's fee or kickback, whether with the object of obtaining or inducing the privilege or other obligation or benefit in cy (PA) except that which has been expressly
make full disclosure or related to the transaction	of all agreements and air	y and strict liability that it has made and will rrangements with all persons in respect of or taken any action or will not take any action to in or warranty.
declaration, not makin defeat the purpose of the right, interest, privilegowithout prejudice to ar	g full disclosure, misre his declaration, represent e or other obligation or l	lity and strict liability for making any false presenting facts or taking any action likely to tation and warranty. It agrees that any contract benefit obtained or procured as aforesaid shall dies available to PA under any law, contract o A.
Supplier/Contractor/Con account of its corruequivalent to ten time kickback given by [nar	onsultant] agrees to inder pt business practices and e the sum of any com me of Contractor] as afon ny contract, right, intere	exercised by PA in this regard, [name of mulify PA for any loss or damage incurred by it further pay compensation to PA in an amount unission, gratification, bribe, finder's fee or resaid for the purpose of obtaining or inducing est, privilege or other obligation or benefit in
[Procuring Agangs]		[Contractor]
[Procuring Agency]		[Contractor]

### TABLE OF CONTENTS

### CONDITIONS OF CONTRACT

Clause No	Description	Page No	
General Provis	ions	35	
2. The Procuring	Agency	37	
	curing Agency's Representatives		
4. The Contractor	·	38	
5. Design by Con	tractor	38	
6. Procuring Age	ncy's Risks	39	
	oletion		
8. Taking Over		41	
9. Remedying De	fects	41	
10. Variations and	Claims	41	
11. Contract Price	And Payment	43	
12. Default		44	
13. Risks and Resp	oonsibilities	46	
15. Resolution of I	Disputes	47	
15. Integrity Pact.		48	

#### 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

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

#### Persons

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

#### Dates, Times and Periods

- —Commencement Datel 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 Dayl means a calendar day
- Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

#### Money and Payments

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

Does not include any allowance for profit.

#### Other Definitions

- --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 —Countryl means the Islamic Republic of Pakistan.
- 1.1.13 Procuring Agency's Risksl means those matters listed in Sub-Clause 6.1.
- --Force Majeurel 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.
- I.1.15 \_\_Materials | means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1. 6 —Plant means the machinery and apparatus intended to form or forming part of the Works.
- 1.1. 7 —Sitel 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. 8 Variation means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1. 9 Works! means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- -- Engineer means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## 1.2 Interpretation

Words importing persons or parties shall include firms and 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, licenses 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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

### 8.2 Taking-Over Notice

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

## 9. REMEDYING DEFECTS

## 9.1 Remedying Defects

î

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.

## 10.5 Valuation of Claims

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

## 11.3 Interim Payments

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

#### 11.4 Retention

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

#### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### 12. DEFAULT

#### 12.1 Defaults by Contractor

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

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

# 12.2 Defaults by Procuring Agency

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

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

### 14. INSURANCE

### 14.1 Arrangements

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

#### I4.2 Default

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

### 15. RESOLUTION OF DISPUTES

### 15. Engineer's Decision

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

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

#### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### 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.)

	Clauses of
	litions of Contract
1.1.3	5 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1
	(To be listed by the Procuring Agency)
1.1.4	The Procuring Agency means
	Executive Engineer, North Dadu Drainage Division Larkana
1,1.5	The Contractor means
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 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
1.1.20 belong	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details
	Executive Engineer, North Dadu Drainage Division Larkana,
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
<b>(f)</b>	The completed Schedules to Bid including Schedule of Prices
(g)	The Drawings, if any
(h)	The Specifications
(i)	
(j)	
(The P the Co	Procuring Agency may add, in order of priority, such other documents as form part of ontract. Delete the document, if not applicable)

2.1		ision of site: On the Commencement Date	
3.1	Authorized person:		
3.2	Name and address of Engineer's/Procuring Agency's representative		
4.4 Performance Security:		ormance Security:	
	Amoi	unt	
	Valid	ity	
	(Forn	n: As provided under Standard Forms of these Documents)	
5.1	Requirements for Contractor's design (if any):		
	Speci	fication Clause No's	
7.2	Progr	ramme:	
	Time	for submission: Within fourteen (14) days* of the Commencement Date.	
	Form	of programme: (Bar Chart/CPM/PERT or other)	
7.4		ant payable due to failure to complete shall be% per day up to a maximum of of sum stated in the Letter of Acceptance	
	(Usua day.)	lly the liquidated damages are set between 0.05 percent and 0.10 percent per	
7.5	In case	Completion e of earlier completion of the Work, the Contractor is entitled to be paid bonus limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated ges stated in the contract data.	
9.1	Perio	d for remedying defects	
	90 Da	ays .	
10.2 (e) Variation procedure		ariation procedures:	
		Day work rates(details)	
11.1		Terms of Payments	
a)	Mobili	ization Advance	
	(1)	Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:	

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

OR

#### 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a cordence with the Specification Permanent Works;
  - (ii) Such materials have the deligned to the first and protected against a policy of the satisfaction and verification of the English but have risk and cost of the Contractor;
  - (iii) The Contractor are stopped to a quirements, orders, receipts and use of material and executive to a proved by the Engineer, and such recommendation and such association by the Engineer;
    - alue of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unized in work measured since previous bill, I equivalent to be quantities of materials used contractor on items of workshows as executed in part I of the line.
- (c) Interim payments: The Contract state until the Engineer monthly statements of the estimated value amount certified previously.
  - (i) The value of world implementations the value of the quantities of the items in the latest Quarters of the contracted.

materials and valuation of variations

- 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:

(ii)

i)	Lump sum price nil (details), or	
ii)	Lump sum price with schedules of rates	(details), or
iii)	) Lump sum price with bill of quantities	(details), or
iv)	Re-measurement with estimated/bid quantit	ties in the Schedule of
	Prices or on premium above or below	quoted on the rates
	mentioned in CSR(details	, or/and
v١	Cost reimbursable (details)	

11.3	Percentage of retention*: five (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Туре	of cover
•	Third Party-injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).
	Workers:
	Other cover*:
	(In each case name of insured is Contractor and Procuring Agency)
14.2	Amount to be recovered
	Premium plus percent (%).
15.3	
	Place of Arbitration:
* /Dv-	ocuring Agency to specify as appropriate)
** (H	has to be in the Province of Sindh)

## STANDARD FORMS

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

# FORM OF BID SECURITY

(Bank Guarantee)

			Guarantee No.
(Let	ter hv i	the Gua	Executed on
(20.	.co.	nie Gua	antor to the Procuring Agency)
Nam addr	ne of Gress:	uarantor	(Scheduled Bank in Pakistan) with
			Bidder) with
Sum	cf Sec	urity (ex	press in words and
			Date of Bid
			344 0. Did
unto Ager we b	the _ ncyl) in ind our	the sui	BY THESE PRESENTS, that in pursuance of the terms of the Bid and at said Principal, we the Guarantor above-named are held and firmly bound , (hereinafter called The —Procuring n stated above, for the payment of which sum well and truly to be made, our heirs, executors, administrators and successors, jointly and severally, tents
	,	pies	VIII.
THE subm	CONI nitted th	ie accor	OF THIS OBLIGATION IS SUCH, that whereas the Principal has appanying Bid numbered and dated as above for
<u>Д</u> ден	icy; and	4	(Particulars of Bid) to the said Procuring
rigen	icy, and	,	
mai i	ոշ բրլ	, the Pr ncipal fo as unde	ocuring Agency has required as a condition for considering the said Bid urnishes a Bid Security in the above said sum to the Procuring Agency, r:
(1) (2)	uie p	the Bid eriod of in the ev	Security shall remain valid for a period of twenty eight (28) days beyond validity of the bid; rent of;
	(a)	the P	rincipal withdraws his Bid during the period of validity of Bid, or
	(b)	the P	rincipal does not accept the correction of his Bid Price, pursuant to Sub- te 16.4 (b) of Instructions to Bidders, or
	(c)	failur	e 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 four een (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 cifect, but otherwise to remain in full force and effect.

PRCVIDED 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.

PRCVIDED 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.

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

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No
	Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring Agency)	•
Name of Guarantor (Scheduled Bank in Pakistan)	with
address:	
Nam e 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 Documents and above said Letter of Acceptance the request of the said Principal we, the Guaranto unto the Procuring Agency) in the penal sum of the amou sum well and truly to be made to the said Procur executors, administrators and successors, jointly and acceptance of the said Procure of	(hereinafter called the Documents) and at or above named, are held and firmly bound (hereinafter called the int stated above, for the payment of which ring Agency, we bind ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS accepted the Procuring Agency's above said Letter (Name	of Acceptance for
(Name of P	'roject).
· ·	

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 mace, 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

discharged of our liability, if any, under this G	of this Guarantee, failing which we shall be uarantee.
cavil or arguments and without requiring the lor reasons for such demand any sum or sun Procuring Agency's written declaration that the	(the Guarantor), waiving all objections and cably and independently guarantee to pay to the ocuring Agency's first written demand without Procuring Agency to prove or to show grounds as up to the amount stated above, against the Principal has refused or failed to perform the ayment will be effected by the Guarantor to int Number.
Contract or has defaulted in fulfilling said ob objection any sum or sums up to the amount st Procuring Agency forthwith and without any re IN WITNESS WHEREOF, the above bounded its seal on the date indicated above, the nambereto affixed and these presents duly signed	gency shall be the sole and final judge for has duly performed his obligations under the bligations and the Guarantor shall pay without tated above upon first written demand from the eference to the Principal or any other person.  Guarantor has executed this Instrument under ne and corporate seal of the Guarantor being by its undersigned representative, pursuant to
authority of its governing body.	paroualit to
Witness:	Guarantor (Bank)
1.	1. Signature
Corporate Secretary (Seal)	2. Name
	3. Title
2	
(Name, Title & Address)	Corporate Guarantor (Seal)

# FORM OF CONTRACT AGREEMENT

THIS	CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the
day of	200 between (hereinafter called the
	curing Agencyl) of the one part and (hereinafter called the itractorl) of the other part.
001	inductory of the other part.
WHE	REAS the Procuring Agency is desirous that certain Works, viz
execut	be executed by the Contractor and has accepted a Bid by the Contractor for the tion and completion of such Works and the remedying of any defects therein.
NOW	this Agreement witnessed 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 (BoO):
	<ul><li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li><li>(e) The Specifications; and</li></ul>
	(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.

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

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

# MOBILIZATION ADVANCE GUARANTEE

•	Guarantee No
(Letter by the Guarantor to the Procuring Agency)	Executed on
WHEREAS the called the Procuring Agency) has entered into a Contra	(hereinafter
	: : : : : : : : : : : : : : : : : : :
	(Particulars of Contract), with
(hereinafter ca	illed the Contractor).
Cont actor's request, an amount (ss	advance to the Contractor, at the idvanced to the Contractor, at the idvanced to the Contractor, at the idvanced to the Contractor to furnish Guarantee to bligations under the said Contract.
AND WHEREA (hereinafter the request of the	(Scheduled Bank) Contractor and in consideration of the cince to the Contractor, has agreed to
NOW THEREFORE the Guarantor hereby guarante advance for the purpose of above mentioned Contract a fulfil ment of any of his obligations for which the advantal be liable to the Procuring Agency for payment amount.	and if he fails, and commits default in rance payment is made, the Guarantor
Notice in writing of any default, of which the Procuri judge, as aforesaid, on the part of the Contractor, shall the Guarantor, and on such first written demand paymall sums then due under this Guarantee without any reany objection.	be given by the Procuring Agency to ent shall be made by the Guarantor of

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

rms Guarantee shan expire not later tha	.n
by which date we must have received an telefax.	ny claims by registered letter, telegram, telex or
It is understood that you will return this total amount to be claimed hereunder.	Guarantee to us on expiry or after settlement of the
	Guarantor (Scheduled Bank)
Witness:	1 Ciamatuus
t	1. Signature
Corporate Secretary (Seal)  2	2. Name  3. Title  rporate Guarantor (Seal)

# INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the day of
Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (hereinafter called "the Government" of the other part).
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay follow:-
(RF) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

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

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

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

the execution of the said works in accordance with the directions of the Divisional Officer -----(hereinafter called the Divisional Officer) and in

the terms of the said agreement.

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

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

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

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

## **SPECIFICATIONS**

[Note for Preparing the Specifications]

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

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

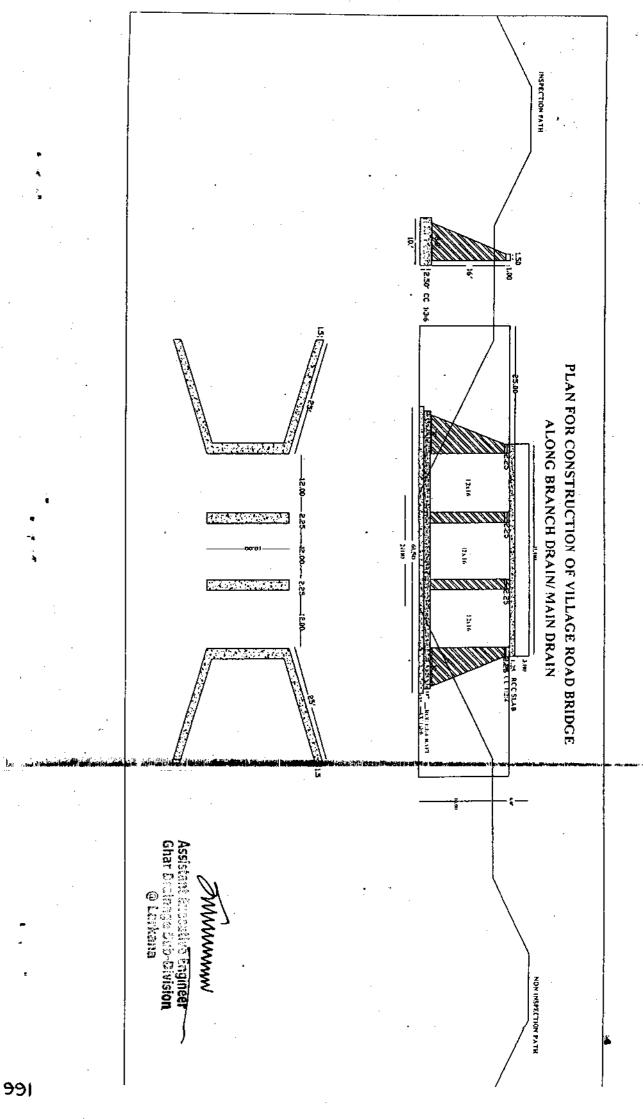
Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to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

Sample Clause: Equivalency of Standards and Codes

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

# \*DRAWINGS

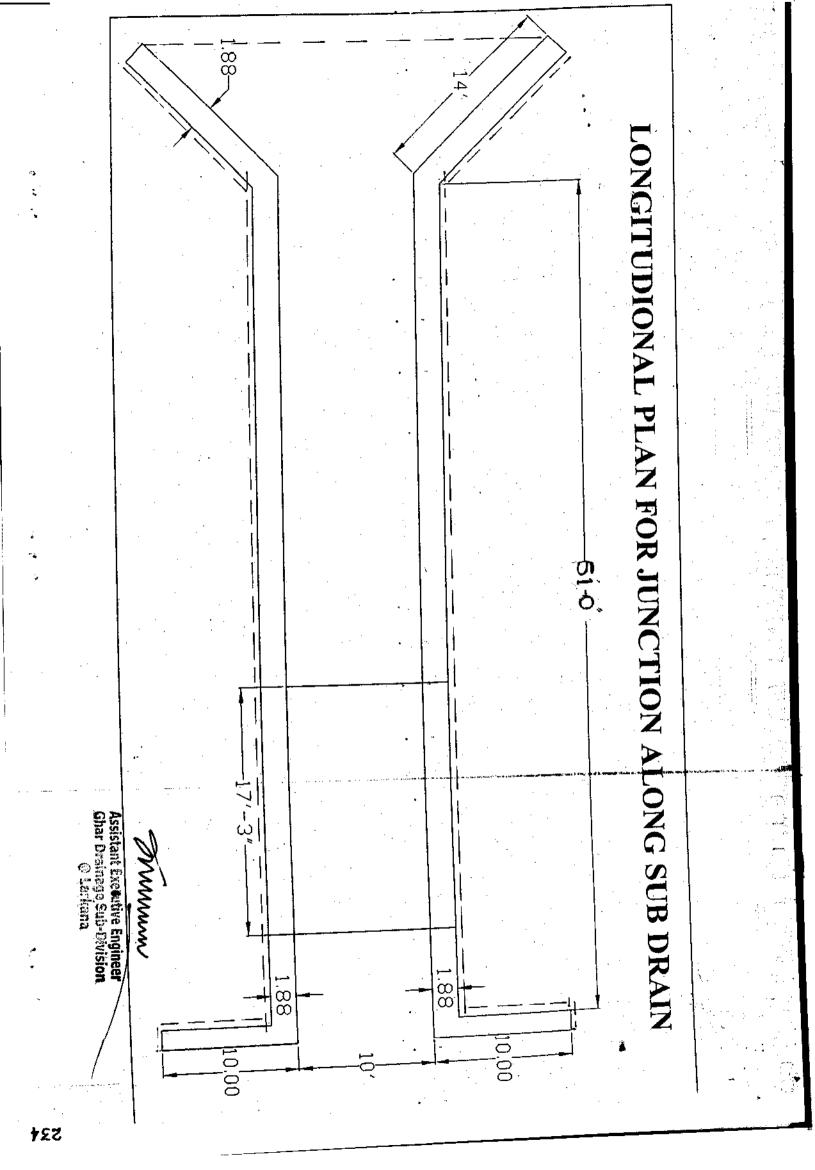
\* (Note: The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).



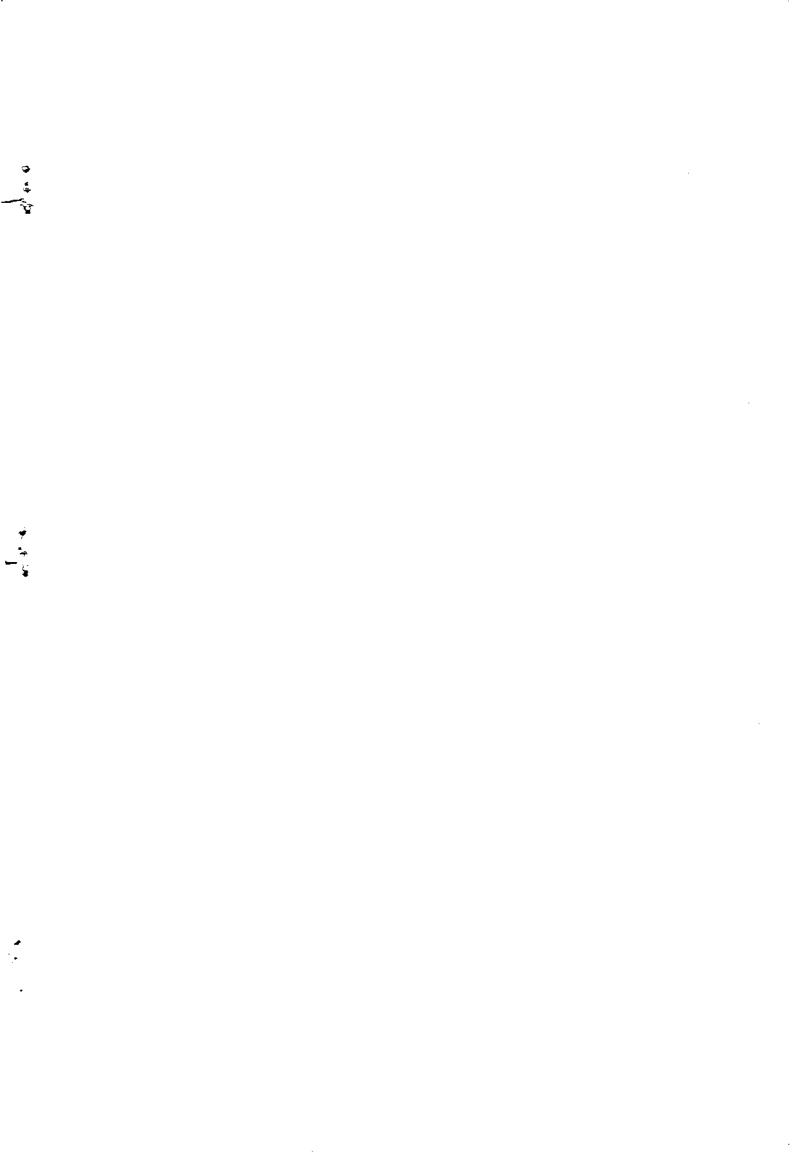
7,50 6 PLAN FOR CONSTRUCTION OF W/C - X-ING ALONG MAIN DRAIN 2888 900 223 Section C.C ŝ 6. CC 15.4 Section B.B

Assistant Executive Engineer
Ghar Drainage Sub-Division
@ Largana\_

184



# Schute Wall 7.00 CONSTRUCTION OF JUNCTION ALONG SUB DRAIN 1.00 <u>µ.50</u> Couping 0.25 1 8.00 Couping 0.25: PARAPIT WALLS 1.25 1.00 13.76 22.00 23,00 8,00 bar Brainage Sub Division 2.75 .00 Bearing Plate RCC RCC SLAB et Larkana 1.50 The second 1.00 cc13:6 RCCRFT



SPABIDING DOCUMENTS

# STANDARD FORM OF BIDDING DOCUMENT

# **FOR**

# PROCUREMENT OF WORKS

"Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R, Sub Drain 2R Nasirabad, Reconstruction of W/C Xing 02 No:, Open Type inlet 04 No: along Ghar Main Drain, Reconstruction of W/C Xing 02 No:, VRB 01 No: along Nasirabad Branch Drain"

Executive Engineer North Dadu Drainage Division Larkana

Issued to M/S:

# INSTRUCTIONS TO PROCURING AGENCIES

# INSTRUCTIONS TO PROCURING AGENCIES (Not to be included in Bidding Documents)

#### A. Basis of Documents

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

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

#### B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

#### E. Bidding Data

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

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

#### F. Schedules to Bid

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

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

#### G. Conditions of Contract

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

#### II. Contract Data

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

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

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

#### 1. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

#### J. Drawings

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

# **SUMMARY OF CONTENTS**

(l)	INVITATION FOR BIDS	02
(H)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(III)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

INVITATION FOR BIDS

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA

<u>a</u>: 074-9410063 Fax No: 074-404416 No: TC/G-55/ 765 / of 2015 Larkana Dated: 8 /2 /2015

# **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested contractors/firms as per SPP Rules 2010 (amended 2013)

# List of Works

Sr.	Name of work	Estimated	Earnest	Tender	Completion
No:		Cost	2% Money	Fee	Completion Period
01.	Construction of Sub Drain 2L Pahnwaro Panhwaro				
	System RD: 0 to 15+00, Construction of Junction (01				
İ	No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03	29.090	581800	2500	24 Months
	Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:)				
	along Sub Drain 2L Panhwaro.				
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to	ı			
	15+0, Reconstruction of VRB (02 No.), W/C Xing (01				
	No:) along Ghar L Channel, W/C Xing (02 No:), Open	35.951	719020	2500	24 Months
1	Type inlet (02 No:) along Ghar Main Drain &				
02	Generator Room (01 No:) @ Ghar Pumping Station				
03.	Bed Clearance of Ghar Main Drain from RD: 15+0 to				
	40+0, Reconstruction of VRB (01 No:), W/C Xing (03	34.416	688320	2500	24 Months
04.	No:), Open Type inlet (04 No:) along Ghar Main Drain  Bed Clearance of Ghar Main Drain from RD: 40+0 to	·	<u>,</u>		
04.		:			
	60+0, Reconstruction of VRB (01 No:), W/C Xing (04 No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar	27.226	744500	2502	
	System & Re-Construction of Junction Culvert over	37.225	744500	2500	24 Months
	Sub Drain 3L Ghar		İ		
05.	Bed Clearance of Ghar Main Drain from RD: 60+0 to				
05.	80+0, Bed Clearance along Nasirabad Branch Drain				
	RD: 40+ to 100+0, Sub Drain 1R ,Sub Drain 2R				
}	Nasirabad, Reconstruction of W/C Xing (02 No:),	41.000	001640	2500	5434
1	Open Type inlet (04 No:) along Ghar Main Drain,	41.082	821640	2500	24 Months
	Reconstruction of W/C Xing (02 No:), VRB (01 No:)			Ī	
	along Nasirabad Branch Drain				
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to				
00.	68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R	35.896			
	Badeh System & Reconstruction of VRB (01 No:)	33.890	717920	2500	24 Months
	W/C Xing (03 No:) along Badeh Branch Drain				
07.	Bed Clearance of Nasir Branch Drain from RD: 0+0 to	<del></del> .	<u></u>		
"	62+0, Reconstruction of VRB (01 No:), W/C Xing (05	39.575	791500	3500	2434
	No:). Open Type inlet (05 No:) along Ghar Main Drain	39.313	791300	2500	24 Months
08.	Bed Clearance of Ghar Main Drain from RD: 80+0 to		+		
	105+0, Sub Drain 5L Ghar, & Reconstruction of				
i	Junction culvert (01 No:) along Nasir Branch Drain,	39.219	784380	2500	24 Months
	VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet	39.219	704300	2300	24 Months
	(05 No:) along Ghar Main Drain			İ	
09.	Bed Clearance of Kamber Branch Drain RD: 0+0 to				
	35+500, Sub Drain 1L, 2L Kamber System,	į		ļ	1
j	Reconstruction of Junction culvert (01 No.) along Sub	34.713	1	-	
	Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing	J4./13	694260	2500	24 Months
!!!	(04 No:), Open Type inlet 05 No: along Kamber Branch				,
	Drain			-	

Γ			<del></del>	·	· · · · · · · · · · · · · · · · · · ·
10.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain 1L, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 180+00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope
- 4. Bidding/Tender Documents:
  - (i) Issuance: Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM on payment of tender fee (Non- refundable-mentioned against each item in the list).
  - (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
  - (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
  - (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal)

: Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:- 2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

#### 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.
  - (iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;

(iv) Affidavit that firm has never been black listed;

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.

4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.

5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.

6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.

7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.

3) Notice Board Local.

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

# INVITATION FOR BIDS

		Date:
		Bid Reference No.:
Ι,	bids from approprime-qual Agency	curing Agency, [enter name of the procuring agency], invites sealed in interested firms or persons licensed by the Pakistan Engineering Council in the late category (not required for works costing Rs 2.5 million or less) and/or duly ified (if pre-qualification is done for specific scheme/project) with the Procuring for the Works, [enter title, type and financial volume of work], which completed in [enter appropriate time period] days.
2.	on subm non-refu acquire	lete set of Bidding Documents may be purchased by an interested eligible bidder dission of a written application to the office given below and upon payment of a midable fee of Rupees(Insert Amount). Bidders may the Bidding Documents from the Office of the Procuring Agency,(Mailing Address).
2	A II bida	must be accompanied by a Bid Security in the amount of Rs.
J.	(Rupces the forr to hours, o the pres	
[N	lote: 1.	Procuring Agency to enter the requisite information in blank spaces.  The bid shall be opened within one hour after the deadline for submission of bids.]

# INSTRUCTIONS TO BIDDERS & BIDDING DATA

#### Notes on the Instructions to Bidders

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

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

# TABLE OF CONTENTS

# INSTRUCTIONS TO BIDDERS

Ciause No.	Description Page No.
	A. GENERAL
IB.1	Scope of Bid & Source of Funds
IB.2	Eligible Bidders6
IB.3	Cost of Bidding7
	B. BIDDING DOCUMENTS
IB.4	Contents of Bidding Documents
IB.5	Clarification of Bidding Documents
IB.6	Amendment of Bidding Documents 8
	C- PREPARATION OF BID
IB.7	Language of Bid8
JB.8	Documents Comprising the Bid8
IB.9	Sufficiency of Bid 8
IB.10	Bid Prices, Currency of Bid & Payment9
IB.11	Documents Establishing Bidder's Eligibility and Qualifications 9
IB.12	Documents Establishing Works Conformity to
	Bidding Documents9
IB.13	Bidding Security
IB.14	Validity of Bids, Format, Signing and Submission of Bid 10
	D-SUBMISSION OF BID
1B.15	Deadline for Submission, Modification & Withdrawal of Bids 11
E. BID OPE	NING AND EVALUATION
IB.16	Bid Opening, Clarification and Evaluation
IB.17	Process to be Confidential
F. AWARD	OF CONTRACT
IB.18	Qualification
1B.19	Award Criteria & Procuring Agency's Right
IB.20	Notification of Award & Signing of Contract Agreement 14
1B.21	Performance Security
IB.22	Integrity Pact15

#### 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

#### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

# IB.2 Eligible Bidders

- 2.1 3idding is open to all firms and persons meeting the following requirements:
  - duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

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

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

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (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 B.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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - Specifications
  - 6. Drawings, if any

# **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 quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

# 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.
  - Power of Attorney in accordance with IB 14.5.
  - f) Documentary evidence in accordance with IB.2(c) & IB.11
  - 1g) Documentary evidence in accordance with IB.12.

#### 1B.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

- 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.

# 1B,13 Bid Security

- 13.1 Fach 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
  - 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

  -ORIGINALI and -COPYI 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
  - (2) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - (J) 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.
  - (2) 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.
- 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:-

- (1) has been not properly signed;
- (i) is not accompanied by the bid security of required amount and manner;
- (ii) stipulating price adjustment when fixed price bids were called for;
- (v) 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 acdition 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.

# **IB.17** Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 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 Practicel 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 Practicel 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.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of 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).

#### 1B.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 Acceptancel) that his bid has been accepted (SPP Rule 49).
- Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly 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 o 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**

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

# **Brief Description of Works**

Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R, Sub Drain 2R Nasirabad, Reconstruction of W/C Xing 02 No:, Open Type inlet 04 No: along Ghar Main Drain, Reconstruction of W/C Xing 02 No:, VRB 01 No: along Nasirabad Branch Drain

- 5.1 (a) Procuring Agency's address:

  Executive Engineer, North Dadu Drainage Division Larkana, SCARP
  Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - Engineer's address:

    Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation
    Colony near Miro Khan Chowk Ratodero Road Larkana
- 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: (Insert required capabilities and documents)
  i. Financial capacity: (must have turnover of Rs-----Million);
  - ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
  - iii. Construction Capacity: (mention the names and number of equipments required for the work).

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

#### 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

# 14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

# 14.4 Number of Copies of the Bid to be submitted:

One original plus two copies.

# 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

#### 15.1 Deadline for Submission of Bids

Time: 1.00 PM on 31-03-2015.

#### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

#### 16.4 Responsiveness of Bids

(i) Bid is valid till required period;

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- \*Procuring agency can adopt either of two options. (Select either of them)
  - (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
  - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

# FORM OF BID (LETTER OF OFFER)

Bid R	eferenc 	ee No
	(Nam	e of Works)
To:		
	—	
Gentle	emen,	
	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.
		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
		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 \_\_\_\_\_\_\_ (Seal)

Address \_\_\_\_\_\_\_\_ (Seal)

Name:
Address:

# [SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

#### SCHEDULE - A TO BID

#### SCHEDULE OF PRICES

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

<sup>\* [</sup>To be prepared by the Engineer/Procuring Agency]

#### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

#### 2. Description

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

#### 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (FPS Units).

<u>FPS</u>	System	
	-	

(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 enterby the bidder will not be paid to by the Procuring Agen executed and shall be deem covered by the rates and patterns in the Schedule of Prices.

- 4.5 (a) The bidder shall be deem to har cobtain a information as to and all requirements of the bid price.
  - \*(b) The Contract chall the passible to make complete arrange that the respects on of the Plant to the Site.

\*/f gency may medify as appropriate)

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

#### 5. Bid Prices

#### 5.1 Break-up of Bid Prices

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

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

#### 5.2 Total Bid Price

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

#### 6. Provisional Sums and Day work

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

# SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Eill No.	Description	Total Amount (Rs)
1 0,	(A) Building Work	
	Civil works	
l •	Internal sanitary and water supply	
  - 	Electrification	
1	External Development works	
5	Miscellaneous Items	
	(B) Road Work.	
١.	Earthwork	
)	Hard Crust and Surface Treatment	
3.	Culverts and Bridges	
١.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
١.	Earthwork	
) 	Subsurface Drains	
	Pipe Laying and Man holes	
	Tube wells, Pump houses	
i.	Compound wall	
<b>5.</b>	Miscellaneous Items	
	"Construction of Sub Drain 2L Pahnwaro"	
	Total Bid Price (The amount to be entered in Paragr Bid) (In words).	aph I of the Form of

# SCHEDULE "B"

Package No: 05

Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad

Eranch Drain RD: 40+ to 100+0, Sub Drain 1R, Sub Drain 2R Nasirabad, Reconstruction of

W/C Xing 02 No:, Open Type inlet 04 No: along Ghar Main Drain, Reconstruction of W/C Xing

02 No:, VRB 01 No: along Nasirabad Branch Drain

5 N	S. No. Description				
5. N	Description	Quantity	Rate	Unit	Amount
1	Earth work excavation in Irrigation channel, drains etc complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.1.No.5(a)P-I)	7454072.0 Cft:	2420.00	‰ Cft	18038854
2	Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil (Page No: 1, Item No: 3 (a)	322464.75 Cft:	2117.50	%oCft	682819
3	Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, spwal, coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10" x 5" or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)	226280.75 Cft:	579.41	%Cft	1311093
4	Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page 3, Item No.11 (b)	7720376.7 Cft:	187.55	‰ Cft:	1447957
. 5	Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36)		420.00	%Cft	3024
6	Excavation in foundation of buildings, bridges & other structure i/c dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft; in ordinary soil (P-4 Item No:18(b)	42708.66 Cft:	3176.25	% Cft:	135653
7	Extra for wet earth work (P-3 Item No:15)	14010.33 Cft:	1058.75	‰ Cft:	14833
8	Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED)	140.00 days	1500.00	P.day	210000
9	NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, I-23 (ii) Note: (PHED)	2240.00 Hrs:	188.00	P.Hrs	421120
10	Cement concrete plain i/e placing compacting finishing and curing complete i/e screening and washing of stone aggregate With out shuttering ratio 1:3:6 (P-18 Item No: 5 (h)	7609.54 Cft:	12595,00	% Cft;	958422
11	Pacca brick work other than buildings i/c stricking of joints up to 20 ft; height in cement sand mortar 1:3: (Page No: 21 item No:7(i) (b)	10526.66 Cft:	13387.69	% Cft:	1409276
12	Prection and removal of centering for RCC or plain cement concrete work of Deodar wood 2nd class vertical (P-21,I-18 a ii)	1131.22 Sft:	7000.0	% Sft:	79185
13  ¢	Dement concrete plain i/c placing compacting finishing and turing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:2:4 (P-15 Item No: 5 (f)	790.34 Cft:	14429.25	% Cft:	114040
		—- <u>——</u> ,	.,	!	

S. N	Description	Quantity	Rate	Unit	Amount
. 14	Reinforced cement concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending & finishing the exposed surface (i/c screening & washing of shingle) (a) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. (i) Ratio (1:2:4) 90 lbs cement, 2 cft; sand, 4 cft; shingle 1/8" to 1/4" gauge. (P-15&16, Item 6 (i)	11971.38 C <del>û</del> :	337.00	P. Cft;	4034354
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making joints and fastenings including cost of binding wire also includes removal	601.19 Cwt:	4820.20	P.Cwt:	2897876
16	Rehandling of Earth work (b) up to lead of 50 ft.	5743244,00 Cft:	1058.75	%oCft	6080660
17	Cement Pointing struck joints on walls (b) Ratio 1:3 (P-52 item No:19 (b)	2424.25 Sft:	1213.58	% Sft:	294201
18	Stone filing dry hand packed as filling behind retaining walls or in pitching and aprons.(P- 36, Item No:16)	1980.00 Cft:	2684.00	% Cft:	53143
	Cement Plaster 1:3 up to 12' height (P-51 Item No:10 (b)	2253.62 Sft:	2344.59	% Sft:	52838
20 —-	Dismantling Cement concrete reinforced separting reinformcement from concrete cleaning & strenghtening the	4275.24 Cft:	5445.00	% Cft:	232787
21	Dismantling cement concrete Plain 1:3:6 (Page – 11 Itcm – 19(b)	480.00 Sft:	1306.80	% Cft:	6273
22	Dismantling brick work in lime or Cement mortar (Page No:11, Item No:13)	4767.75 Sft:	1285.63	% Cft:	61296
23	formation dressing & Preparing sub grade (b) on Slope (P- 80, Item No: 01(b)	1788.80 Sft:	453.75	% Sft:	8117
24	Stone Pitching including Sub-base with Hammer dressed stone on surface laid in course including carriage of matter with 3 chain (Page No: 31 item No:23	4736.00 Cft:	5377.63	% Cft:	254685
				Total Rs:	38537725

Ghulam Mujtaba Dhamraho Executive Engineer North Dadu Drainage Division Larkana

#### SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	1. (Civil works)			
1. 2. 3.	II.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			
	h, amirde C. C. C. C. D. I. D.			

Total (to be carried to Summary of Bid Price)

Ad4/ Deduct the percentage quoted above/below on the prices of items based on Composite Schedule of Rates.

# \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

# 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.

Ite ns of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



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

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

#### PROPOSED PROGRAMME OF WORKS

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 incicate 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, or cering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of works to be supplied under the Contract.

#### METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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:	_
or induced the procurement of a benefit from Government of Since	[name of Contractor] hereby declares that it has not obtained any contract, right, interest, privilege or other obligation of h (GOS) or any administrative subdivision or agency thereof rolled by it (GOS) through any corrupt business practice.
anyone and not given or agreed or outside Pakistan either dire including its affiliate, agent, as sponsor or subsidiary, any common described as consultation fee of procurement of a contract, ri	y of the foregoing, [name of Contractor] represents and red the brokerage, commission, fees etc. paid or payable to to give and shall not give or agree to give to anyone within ctly or indirectly through any natural or juridical person sociate, broker, consultant, director, promoter, shareholder, mission, gratification, bribe, finder's fee or kickback, whether or otherwise, with the object of obtaining or inducing the ght, interest, privilege or other obligation or benefit in occuring Agency (PA) except that which has been expressly
make full disclosure of all agree	responsibility and strict liability that it has made and will ements and arrangements with all persons in respect of or and has not taken any action or will not take any action to representation or warranty.
declaration, not making full disc defeat the purpose of this declara right, interest, privilege or other o	all responsibility and strict liability for making any false losure, misrepresenting facts or taking any action likely to tion, representation and warranty. It agrees that any contract, obligation or benefit obtained or procured as aforesaid shall, hts and remedies available to PA under any law, contract or ne option of PA.
Supplier/Contractor/Consultant] a on account of its corrupt business equivalent to ten time the sum kickback given by [name of Cont	I remedies exercised by PA in this regard, [name of grees to indemnify PA for any loss or damage incurred by it practices and further pay compensation to PA in an amount of any commission, gratification, bribe, finder's fee or ractor] as aforesaid for the purpose of obtaining or inducing right, interest, privilege or other obligation or benefit in
[Procuring Agency]	[Contractor]

# CONDITIONS OF CONTRACT

# TABLE OF CONTENTS

# CONDITIONS OF CONTRACT

C'ause No	Description	Page No
General Provision	ons	35
	gency	
	uring Agency's Representatives	
5. Design by Contr	actor	38
	cy's Risks	
	etion	
8. Taking Over		41
	ects	
	Claims	
T. Contract Price /	And Payment	43
13. Risks and Respo	onsibilities	46
14. Insurance		46
15. Resolution of D	isputes	47
16. Integrity Pact	· · · · · · · · · · · · · · · · · · ·	48

#### 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, licenses 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.

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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;
- use or occupation by the Procuring Agency of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Procuring Agency's personnel or by others for whom the Procuring Agency is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and

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

# 7. TIME FOR COMPLETION

#### 7.1 Execution of the Works

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

# 7.2 Programme

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

#### 7.3 Extension of Time

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

#### 7.4 Late Completion

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

#### 8. TAKING-OVER

#### 8.1 Completion

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

# 8.2 Taking-Over Notice

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

#### 9. REMEDYING DEFECTS

# 9.1 Remedying Defects

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

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

# 9.2 Uncovering and Testing

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

#### 10. VARIATIONS AND CLAIMS

# 10.1 Right to Vary

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

# 10.2 Valuation of Variations

Variations shall be valued as follows:

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

# 10:3 Changes in the Quantities.

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

# 10.4 Early Warning

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

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

# 10.5 Valuation of Claims

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

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

# 10.6 Variation and Claim Procedure

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

# 11. CONTRACT PRICE AND PAYMENT

#### 11.1 (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

# 11.3 Interim Payments

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

#### 11.4 Retention

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

#### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### 12. DEFAULT

#### 12.1 Defaults by Contractor

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

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

# 12.2 Defaults by Procuring Agency

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

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

#### 14. INSURANCE

#### 14.1 Arrangements

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

#### 14.2 Default

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

# 15. RESOLUTION OF DISPUTES

# 15.1 Engineer's Decision

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

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

# 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### 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.)

	Clauses of
	itions of Contract
1,1.3	The state of the s
	(To be listed by the Procuring Agency)
1.1.4	The Procuring Agency means
	Executive Engineer, North Dadu Drainage Division Larkana
1.1.5	The Contractor means
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 Contrac Agreement.
1.1.9	Time for Completion 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
oelong	Engineer (mention the name along with the designation including whether hes to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,
1.3	Documents forming the Contract listed in the order of priority:
	The Contract Agreement
	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
(i)	
(j)	
(The Pr the Con	ocuring Agency may add, in order of priority, such other documents as form part of tract. Delete the document, if not applicable)

2.1	Provision of Site: On the Commencement Date
3.1	Authorized person:
3.2	Name and address of Engineer's/Procuring Agency's representative
4.4	Performance Security:
	Amount
	Validity
	(Form: As provided under Standard Forms of these Documents)
5.1	Requirements for Contractor's design (if any):
	Specification Clause No's
7.2	Programme:
	Time for submission: Within fourteen (14) days* of the Commencement Date.
	Form of programme:(Bar Chart/CPM/PERT or other)
7.4	Amount payable due to failure to complete shall be% 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 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
0.2	(e) Variation procedures:
	Day work rates(details)
1, J	Terms of Payments
a)	Mobilization Advance
	(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:

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

OR

# 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a cord are with the Specification Permanent Works;
  - (ii) Such materials have been delieded to the format and protected against as or daying a decimal of the satisfaction and verification of the Eight but the risk and cost of the Contractor;
  - (iii) The Contractor area of the quirements, orders, receipts and use of material to keep in a form oproved by the Engineer, and such recommendation and the contractor of the proved by the Engineer;
    - alue of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unitized in work measured since previous bill, equivalent to be questities of materials used contractor on items of works have a executed in part I of the contractor.
- (c) Interim payments: The Contract stall us mit statements of the estimated value and various teled less the cumulative amount certified previously.
  - (i) The value of world apple to the compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the value of the quantities of the items in the last compass the last compass the value of the quantities of the items in the last compass the last compas
    - 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.

materials and valuation of variations

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

#### 11.2 \*(a) Valuation of the Works:

(ii)

i)	Lump sum price nil (details), o	7	
ii)	Lump sum price with schedule	of rates	(details), or
ii)	Lump sum price with bill of qu	antities	_(details), or
v)	Re-measurement with estimate	d/bid quantities in	the Schedule of
	Prices or on premium abov	e or below quote	on the rates
	mentioned in CSR	(details), or/and	d
v)	Cost reimbursable	(details)	

11,5	rereentage of retention*: five (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Tyne	of cover
	Third Party-injury to persons and damage to property
	Time t arty injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).
	Workers:
	·
	Other cover*:
	(In each case name of insured is Contractor and Procuring Agency)
14.2	Amount to be recovered
	Premium plus percent (%).
15.3	
	Place of Arbitration:
* (Pro	curing Agency to specify as appropriate)
** (II )	has to be in the Province of Sindh)

# FORM OF BID SECURITY (Bank Guarantee)

			Guarantee No.	
(L	etter by	the Gu	rantor to the Procuring Agency)  Executed on	_
Na add	me of G	uaranto	(Scheduled Bank in Pakistan) with	
Na ado	me of Palress:	rincipal	Bidder) with	
Sur	n of Sec	urity (e	press in words and	
Bid	Refere	nce No	Date of Bid	
unto Age we firm	o the encyl) in bind outly by the	the surselves, nese pre	OF THIS OBLIGATION IS SUCH ALL A	d g ,
	niced to		npanying Bid numbered and dated as above for  (Particulars of Bid) to the said Procuring	
	litioned	as unde		,
(2)			Security shall remain valid for a period of twenty eight (28) days beyond validity of the bid; ent of;	
	(a)	the P	incipal withdraws his Bid during the period of validity of Bid, or	
	(b)	the P	rincipal does not accept the correction of his Bid Price, pursuant to Sub- e 16.4 (b) of Instructions to Bidders, or	
	(c)		e 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 scal on the date indicated above, the name and scal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

		Guarantor (Bank)	-
Witness:		1.Signature	
1.		2.Name	_
-	Corporate Secretary (Seal)	3. Title	_
2			
-	(Name, Title & Address)	Corporate Guarantor (Seal)	

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No
	Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring Agency)	
Name of Guarantor (Scheduled Bank in Pakistan) wi	ith
address:	
Name of Principal (Contractor) with address:	· · · · · · · · · · · · · · · · · · ·
Penal Sum of Security (express in words and figures)	
Letter of Acceptance No.	Dated
KNCW ALL MEN BY THESE PRESENTS, that is Documents and above said Letter of Acceptance (If the request of the said Principal we, the Guarantor aunto the Procuring Agency) in the penal sum of the amount sum well and truly to be made to the said Procuring executors, administrators and successors, jointly and	hereinafter called the Documents) and at above named, are held and firmly bound (hereinafter called the t stated above, for the payment of which ng Agency, we bind ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS accepted the Procuring Agency's above said Letter o	of Acceptance for
(Name of Pro	oject).

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 ar y liability attaching to us under this Guarantee that the claim for payment in writing shall

Ve,	(the Guarantor) waiving all objections and
avil or arguments and without requiring reasons for such demand any sum of rocuring Agency's written declaration to	(the Guarantor), waiving all objections and revocably and independently guarantee to pay to the he Procuring Agency's first written demand without g the Procuring Agency to prove or to show grounds or sums up to the amount stated above, against the hat the Principal has refused or failed to perform the ich payment will be effected by the Guarantor to Account Number.
ontract or has defaulted in fulfilling s	ing Agency shall be the sole and final judge for ctor) has duly performed his obligations under the aid obligations and the Guarantor shall pay without
WITNESS WHEREOF, the above bossel on the date indicated above, the ereto affixed and these presents duly si	unded Guarantor has executed this Instrument under
WITNESS WHEREOF, the above bo	unded Guarantor has executed this Instrument under
WITNESS WHEREOF, the above bossel on the date indicated above, the ereto affixed and these presents duly si	bunt stated above upon first written demand from the any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being gned by its undersigned representative, pursuant to
N WITNESS WHEREOF, the above bosses on the date indicated above, the reto affixed and these presents duly sintho ity of its governing body.	any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being gned by its undersigned representative, pursuant to
WITNESS WHEREOF, the above bossel on the date indicated above, the ereto affixed and these presents duly sinthority of its governing body.  Witness:  1.	any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being gned by its undersigned representative, pursuant to Guarantor (Bank)
WITNESS WHEREOF, the above bossel on the date indicated above, the ereto affixed and these presents duly sinthority of its governing body.  Witness:	any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being gned by its undersigned representative, pursuant to  Guarantor (Bank)  1. Signature  2. Name
WITNESS WHEREOF, the above bossel on the date indicated above, the ereto affixed and these presents duly sinthority of its governing body.  Witness:  1.	any reference to the Principal or any other person.  unded Guarantor has executed this Instrument under e name and corporate seal of the Guarantor being gned by its undersigned representative, pursuant to  Guarantor (Bank)  1. Signature

# FORM OF CONTRACT AGREEMENT

day of —Pro	CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the	
should	REAS the Procuring Agency is desirous that certain Works, viz be executed by the Contractor and has accepted a Bid by the Contractor for the ion and completion of such Works and the remedying of any defects therein.	
NOW	this Agreement witnessed 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:	
	<ul> <li>(a) The Letter of Acceptance;</li> <li>(b) The completed Form of Bid along with Schedules to Bid;</li> <li>(c) Conditions of Contract &amp; Contract Data;</li> <li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li> <li>(e) The Specifications; and</li> <li>(f) The Drawings</li> </ul>	
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. 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)

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

by which date we must have received any claims by registered letter, telegram, telex or telefax.

It is understood that you will return this Guarantee to us on expiry or after settlement of the total amount to be claimed hereunder.

Guarantor (Scheduled Bank)

Witness:

1. Signature

Corporate Secretary (Seal)

2. Name

3. Title

(Name, Title & Address)

### INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has

en ered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees,
(Rs) on the security of materials the quantities and other particulars of which are detailed in Part II of Running Account Bill (E), the said works signed by the contractor Fin R.Form. 17.A
on — and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said wo ks.
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
by the Government (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are hereinafter collectively referred to as the said amount) the Contractor doth hereby assign unto the Government the said materials by way of security for the said amount
And doth hereby covenant and agree with the Government and declare ay follow:-
(RF) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

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

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

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

In witnesses whereof the\* ---- on behalf of the Governor of Sindh and the said ..... on behalf of the their respective hands and seals the day and first above written.

Signed, sealed and delivered by\* In the presence of

Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of

Seal

1st Witness 2<sup>nd</sup> witness

# **SPECIFICATIONS**

[Note for Preparing the Specifications]

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

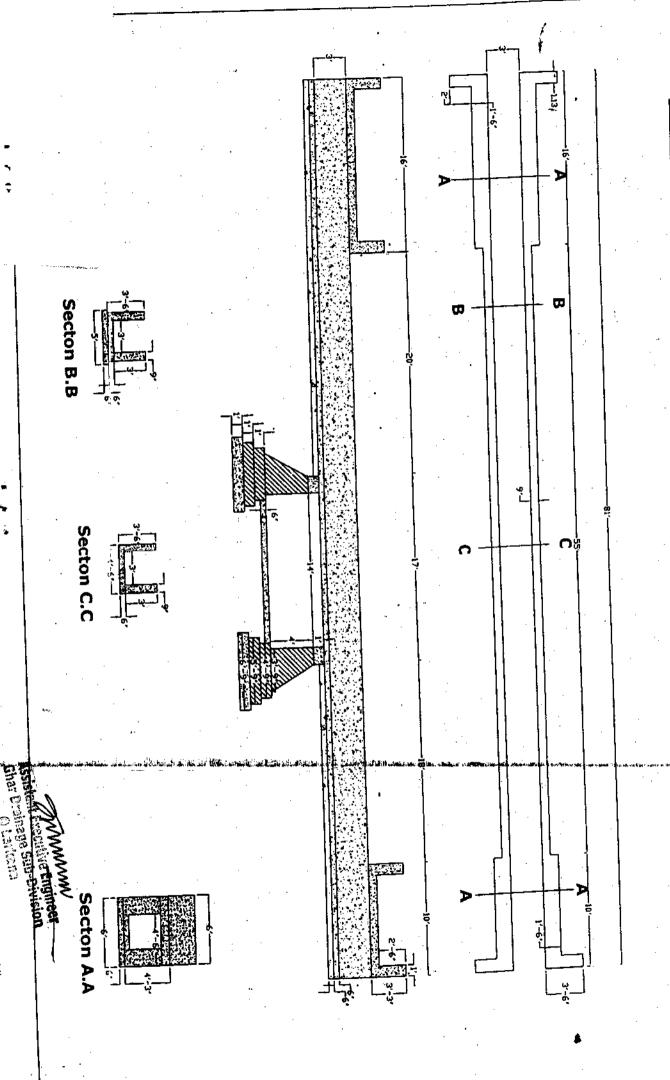
Samples of specifications from similar to previous procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the works and the repetitiveness of the type of procurement, it may be advantageous to standardize the Technical Specifications that should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

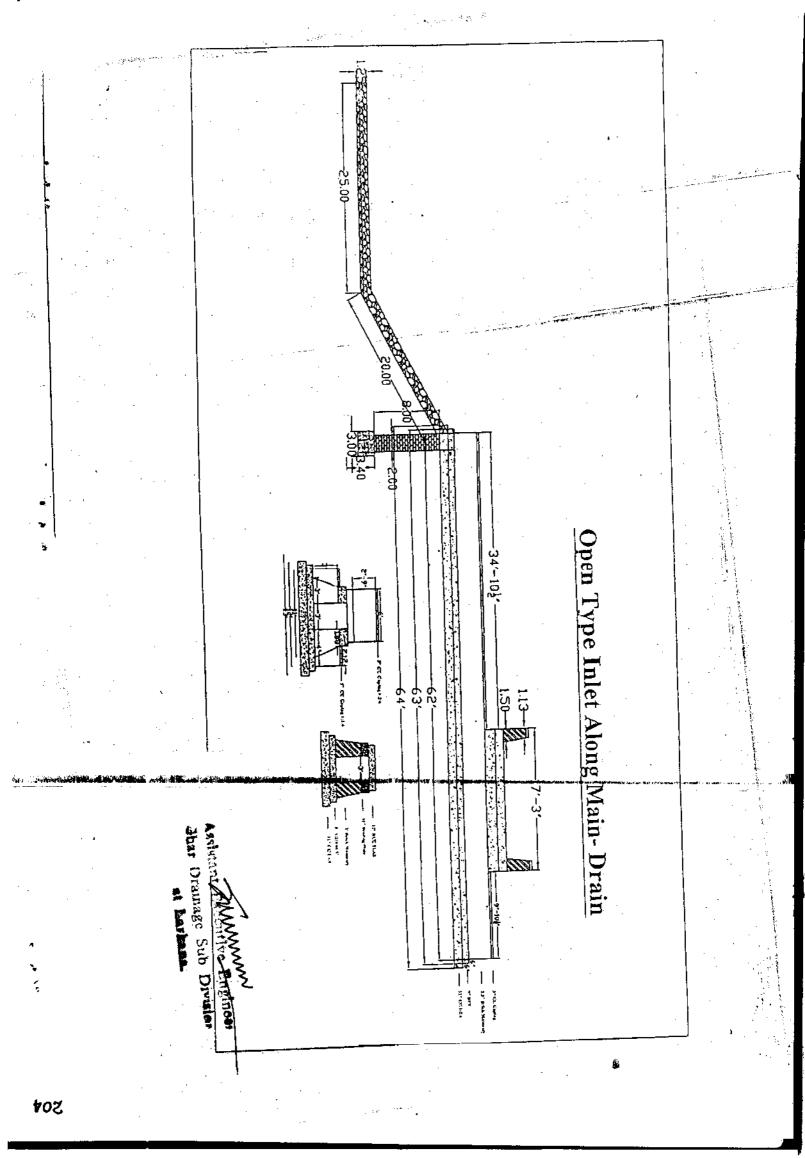
Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. The specifications shall consider all conditions but not limited to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

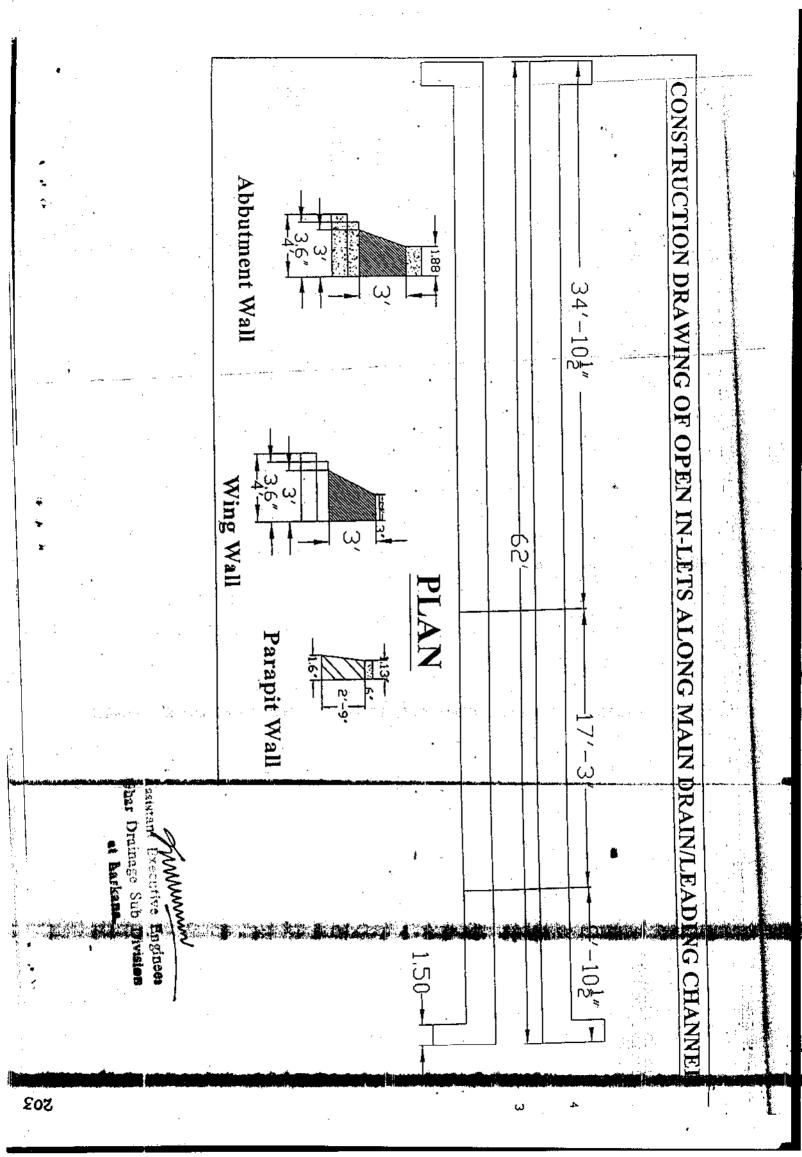
Sample Clause: Equivalency of Standards and Codes

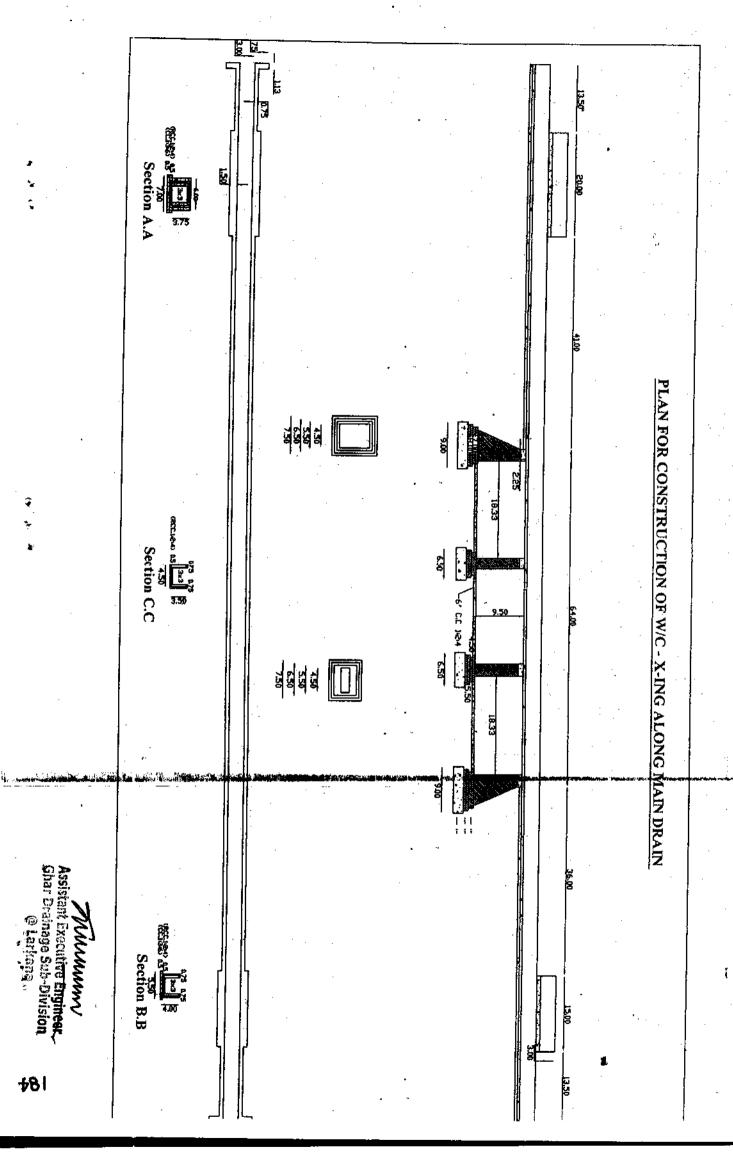
Wherever reference is made in the Specifications to specific standards and codes to be met by Works to be furnished and tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Other authoritative standards that ensure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

# WATER COURSE X-ING ALONG SUB DRAIN

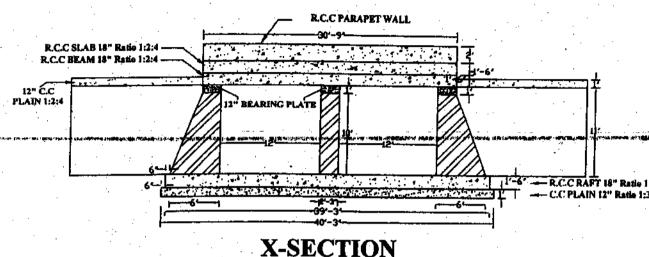




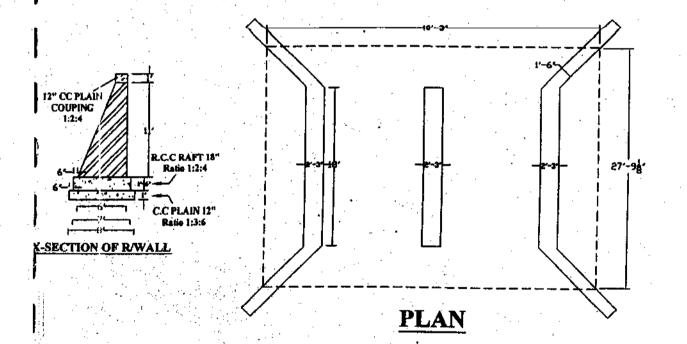




# CONSTRUCTION OF VILLAGE ROAD BRIDGE ALONG BRANCH DRAIN



# X-SECTION



Assistant Executive Engineer Ghar Drainage Sub-Division @ Larkana

RABIDING DOCUMENTA

# STANDARD FORM OF BIDDING DOCUMENT

### **FOR**

# PROCUREMENT OF WORKS

"Bed Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB 01 No: , W/C Xing 03 No: along Badeh Branch Drain"

Executive Engineer North Dadu Drainage Division Larkana

Issued to M/S:

# INSTRUCTIONS TO PROCURING AGENCIES

# INSTRUCTIONS TO PROCURING AGENCIES (Not to be included in Bidding Documents)

### A Basis of Documents

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

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

### B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

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

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

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

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

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

### D. Instructions to Bidders

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

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

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

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

### E. Bidding Data

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

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

### F. Schedules to Bid

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

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

### G. Conditions of Contract

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

### H. Contract Data

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

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

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

### I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

### J. Drawings

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

### **SUMMARY OF CONTENTS**

(l)	INVITATION FOR BIDS	02
(II)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(111)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	68

INVITATION FOR BIDS

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA

Eax No: 074-4044416

No: TC/G-55/ 705/of 2015 Larkana Dated: 9/3/2015

# **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested cortractors/firms as per SPP Rules 2010 (amended 2013)

### List of Works

Sr	rame of work	Estimated	Earnest	Tender	Commission
No:	·	Cost	2%	Fee	1
	· · · · · · · · · · · · · · · · · · ·	Cost	Money	ree	Period
01.	Construction of Sub Drain 2L Pahnwaro Panhwaro	<del></del>	Money	<u> </u>	<u> </u>
	System RD: 0 to 15+00, Construction of Junction (01)				
	No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03	29.090	581800	2500	24 Mondo
1	Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:)		201000	2300	24 Months
	along Sub Drain 2L Panhwaro.				
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to		<del>-</del>		· <del></del> · ·-
	15+0, Reconstruction of VRB (02 No.), W/C Xing (01)			i	
-	I Not I along Ghar L Channel, W/C Xing (02 Not), Open I	35.951	719020	2500	24 Months
	Type inlet (02 No:) along Ghar Main Drain &	00.551	117020	4500	24 Months
<u> </u>	Generator Room (01 No:) @ Ghar Pumping Station				
03.	Bed Clearance of Ghar Main Drain from RD: 15+0 to		<del>                                     </del>		
	40+0, Reconstruction of VRB (01 No.), W/C. Xing (03)	34.416	688320	2500	24 Manualin
	No:), Open Type inlet (04 No:) along Ghar Main Drain	31.110	088320	2300	24 Months
04.	Bed Clearance of Ghar Main Drain from RD: 40±0 to	·		<del>_</del>	
	60+0, Reconstruction of VRB (01 No.), W/C Xing (04)				ļ
	No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar	37.225	744500	2500	24 Months
	System & Re-Construction of Junction Culvert over	571223	744500	2300	24 Months
	Suo Drain 3L Ghar			f	
05.	Bed Clearance of Ghar Main Drain from RD: 60+0 to	<del></del>		-	
	80+0, Bed Clearance along Nasirabad Branch Drain			İ	
	RD: 40+ to 100+0, Sub Drain 1R Sub Drain 2R				
	Nastradad, Reconstruction of W/C Xing (02 No.)	41.082	821640	2500	24 Months
	Open Type inlet (04 No:) along Ghar Main Drain L	111002	021040	2300	24 Months
	Reconstruction of W/C Xing (02 No:), VRB (01 No:)		1		
	atong Nasirabad Branch Drain				
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to				
	68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R	35.896	ļ	-	ľ
	Baden System & Reconstruction of VRB (01 No:)	33.050	717920	2500	24 Months
	W/C Xing (03 No:) along Badeh Branch Drain		.	1	
07.	Bed Clearance of Nasir Branch Drain from RD: 0+0 to			<del>-</del> .	
	62+0, Reconstruction of VRB (01 No:), W/C Xing (05	39.575	791500	2500	2434
	No:), Open Type inlet (05 No:) along Ghar Main Drain	37.373	791300	2300	24 Months
08.	Bed Clearance of Ghar Main Drain from RD: 80+0 to	·	<del>- +</del>		
	105+0, Sub Drain 5L Ghar, & Reconstruction of				
	Junction culvert (01 No:) along Nasir Branch Drain,	39.219	704200	2500	04.54
	VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet	39.219	784380	2500	24 Months
	(05 No:) along Ghar Main Drain		ĺ		
09.	Bed Clearance of Kamber Branch Drain RD: 0+0 to				
	35+500, Sub Drain 1L, 2L Kamber System,				İ
1	Reconstruction of Junction culvert (01 No.) along Sub	34.713			
	Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing	34./13	694260	2500	24 Months
ļ	(04 No:), Open Type inlet 05 No: along Kamber Branch			•	
	Drain Drain	1			

		<del></del>			<u></u>
10.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain 1L, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Painwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 18 00, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope
- 4. Bidding/Tender Documents:
  - (i) Issuance: Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM on payment of tender fee (Non- refundable-mentioned against each item in the list).
  - (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
  - (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
  - (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal)

: Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:-2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

### 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.
  - (iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;

(iv) Affidavit that firm has never been black listed;

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.

4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.

5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.

5) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.

7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.

Notice Board Local.

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

### INVITATION FOR BIDS

		Date:
		Bid Reference No.:
1.	bids from appropriate pre-qual Agency	curing Agency, [enter name of the procuring agency], invites sealed m interested firms or persons licensed by the Pakistan Engineering Council in the riate category( not required for works costing Rs 2.5 million or less) and/or duly lified(if pre-qualification is done for specific scheme/project) with the Procuring for the Works, [enter title, type and financial volume of work], which completed in [enter appropriate time period] days.
2.	on subm non-refu acquire	olete set of Bidding Documents may be purchased by an interested eligible bidder mission of a written application to the office given below and upon payment of a undable fee of Rupees(Insert Amount). Bidders may the Bidding Documents from the Office of the Procuring Agency,(Mailing Address).
3,	(Rupees the form to hours, or the pres	must be accompanied by a Bid Security in the amount of Rs.
[]\	lote: 1.	Procuring Agency to enter the requisite information in blank spaces.  The bid shall be opened within one hour after the deadline for submission of bids.]

# INSTRUCTIONS TO BIDDERS & BIDDING DATA

### Notes on the Instructions to Bidders

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

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

### TABLE OF CONTENTS

### INSTRUCTIONS TO BIDDERS

B.1
IB.2 Eligible Bidders
IB.2 Eligible Bidders
B. BIDDING DOCUMENTS  IB.4 Contents of Bidding Documents
IB.4 Contents of Bidding Documents
IB.5 Clarification of Bidding Documents
IB.6 Amendment of Bidding Documents
C- PREPARATION OF BID  1B.7 Language of Bid
18.7 Language of Bid
IB.8       Documents Comprising the Bid
IB.8       Documents Comprising the Bid
IB.9 Sufficiency of Bid
IB.11 Documents Establishing Bidder's Eligibility and Qualifications 9 IB.12 Documents Establishing Works Conformity to Bidding Documents
IB.12 Documents Establishing Works Conformity to Bidding Documents
Bidding Documents
IB.13 Bidding Security
IB.14 Validity of Bids, Format, Signing and Submission of Bid 10  D-SUBMISSION OF BID  IB.15 Deadline for Submission, Modification & Withdrawal of Bids 11  E. BID OPENING AND EVALUATION
IB.15 Deadline for Submission, Modification & Withdrawal of Bids II  E. BID OPENING AND EVALUATION
E. BID OPENING AND EVALUATION
1B.16 Bid Opening, Clarification and Evaluation
10.10 Did Opening, Cidinication and Communication
IB.17 Process to be Confidential
F. AWARD OF CONTRACT
IB.18 Qualification
IB.19 Award Criteria & Procuring Agency's Right
IB.20 Notification of Award & Signing of Contract Agreement 14
IB.21 Performance Security
IB.22 Integrity Pact

### 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

### 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

### **IB.2** Eligible Bidders

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

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

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

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

- c) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (iii) construction equipments;
  - 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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

### **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 cuarries 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).

### 1B.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.

### 1B.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 natters 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.

### 1B.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

- 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.

### 1B,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:
  - (ε) 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
  - 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

  -ORIGINALI and -COPYI 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

### 1B.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
  - (4) 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
  - (2) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (2) 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.
- 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.
- 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;
- (v) 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 acdition 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.

### **IB.17** Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 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 Practicel 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.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any b d, 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 b dder 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 Acceptancel) 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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

### Instructions to Bidders Clause Reference

1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

### **Brief Description of Works**

Bed Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB 01 No: , W/C Xing 03 No: along Badeh Branch Drain

- 5.1 (a) Procuring Agency's address:

  Executive Engineer, North Dadu Drainage Division Larkana, SCARP
  Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - Engineer's address:
     Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation
     Colony near Miro Khan Chowk Ratodero Road Larkana
- 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: (Insert required capabilities and documents)
  i. Financial capacity: (must have turnover of Rs----Million);
  - ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff):
  - iii. Construction Capacity: (mention the names and number of equipments required for the work).

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

### 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

# 14.1 Period of Bid Validity

90 Days

(Fill in "number of days" not exceeding 90)

### 14.4 Number of Copies of the Bid to be submitted:

Cne original plus two copies.

### 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

### 15.1 Deadline for Submission of Bids

Time: 1.00 PM on 31-03-2015.

#### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

#### 16.4 Responsiveness of Bids

(i) Bid is valid till required period,

- \*(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits,
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- \*Procuring agency can adopt either of two options. (Select either of them)
  - (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
  - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

# FORM OF BID (LETTER OF OFFER)

		ee No
		e of Works)
То;		
	<b></b>	
Gentl	emen,	
	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.
		we, the undersigned, being a company doing business under the name of and address
		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
		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, 2	0
Signature	<del></del>	
in the capacity of	duly authorized to sig	gn bid for and on behalf of
(Name of Bidder in Block	Capitals)	
		(Seal)
Address		
Witness:		
(Signature)		
Name:		
Address:		

# [SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

### SCHEDULE - A TO BID

## SCHEDULE OF PRICES

Sr. No.	Page No.	
1.	Preamble to Schedule of Prices 24	
2.	Schedule of Prices	
	*(a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOC	)) ((

<sup>\* [</sup>To be prepared by the Engineer/Procuring Agency]

### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

### 2. Description

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

#### 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d'Unites (FPS Units).

 FPS System

(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 enterty by the bidder will not be paid only the Procuring Agent executed and shall be deemed over a by the rates and prices.

- 4.5 (a) The bidder shall be deen to have obtained information as to and all requirement of the here to which may affect the bid price.
  - \*(b) The Contract chall the place ple to make complete arrange that the respectation of the Plant to the Site.

zency may me lify as appropriate)

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

#### 5. Bid Prices

### 5.1 Break-up of Bid Prices

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

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

#### 5.2 Total Bid Price

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

#### 6. Provisional Sums and Day work

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

# SCHEDULE OF PRICES - SUMMARY OF BID PRICES (Sample)

Bill No.	Description	Total Amount (Rs)
	(A) Building Work	
1.	Civil works	
2 3	Internal sanitary and water supply	
1	Electrification	
4   5	External Development works Miscellaneous Items	
'	wiscenaneous tiems	
	(B) Road Work.	
1.	Earthwork	
2.	Hard Crust and Surface Treatment	:
3.	Culverts and Bridges	·
4.	Miscellaneous Items	
	(C) Public Health Engineering Works.	
1.	Earthwork	
2.	Subsurface Drains	
3.	Pipe Laying and Man holes	
4.	Tube wells, Pump houses	
5. 6.	Compound wall Miscellaneous Items	
	A social constant of the social constant of t	
	"Construction of Sub Drain 2L Pahnwaro"	
ļ	Total Bid Price (The amount to be entered in Paragra Bid) (In words).	ph I of the Form of

# SCHEDULE "B"

Package No: 06

# Eled Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB 01 No:, W/C Xing 03 No: along Badeh **Dranch Drain**

_	Dranch Di	<u>rain</u>			
S. N	Description	Quantity	Rate	Unit	Amount
ı	Earth work excavation in Irrigation channel, drains etc complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.I.No.5(a)P-I)	9656416.0 Cft	2420.00	% Cft	23368527
2	Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil (Page No: 1, Item No: 3 (a)	123204.75 Cft;	2117.50	%oCft	260886
3	Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, spwal, coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10" x 5" or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)	52920.75 Cft:	579.41	%Cft	306628
4	Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page 3, Item No.11 (b)		187.55	% Cft:	1835518
5	Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36)	7200.00 Cft:	420.00	%cft	3024
6	Excavation in foundation of buildings, bridges & other structure /c dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft; in ordinary soil (P-4 Item No:18(b)	18077.37 Cft:	3176.25	%o Cft:	57418
7	Extra for wet earth work (P-3 Item No:15)	9038.69 Cft:	1058.75	% Cft:	9570
	Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various cepths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (i) (PHED)	130.00 days	1500.00	P.day	195000
9	NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, I-23 (ii) Note: (PHED)	2080.00 Hrs:	188.00	P.Hrs	391040
0 [1	Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate With out shuttering ratio 1:3:6 (P-18 Item No: 5 (h)	3024.31 Cft:	12595.00	% Cft:	380912
1 1	Picca brick work other than buildings i/c stricking of joints up to 20 ft; height in cement sand mortar 1:3: (Page No: 21 item No:7(i) (b)	5410.88 Cft:	13387.69	% Cft:	724391
2   0	Election and removal of centering for RCC or plain cement concrete work of Deodar wood 2nd class vertical (P-21,1-18-a ii)	145.50 Sft:	7000,0	% Sft:	10185
, lc	Comment concrete plain i/c placing compacting finishing and uring complete i/c screening and washing of stone aggregate with out shuttering ratio 1:2:4 (P-15 Item No: 5 (f)	192.68 Cft:	14429.25	% Cft:	27802

S. No	Description	Quant	ity	Rate	Unit	Amount
14	Reinforced cement concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending & finishing the exposed surface (i/c screening & washing of shingle) (a) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. (i) Ratio (1:2:4) 90 lbs cement, 2 cft: sand, 4 cft: shingle 1/8" to 1/4" gauge. (P-15&16. Item 6 (i)	6773.82	2 Cft:	337.00	P. Cft:	2282777
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making joints and fastenings including cost of binding wire also includes removal	302.41	Cwt:	4820.20	P.Cwt;	1457657
16	Rehandling of Earth work (b) up to lead of 50 ft: (Page-2, Item No.9	2938572,00	Cft:	1058.75	%oCft	3111213
17	Cement Pointing struck joints on walls (b) Ratio 1:3- (P-52 item No:19 (b)	1809.00	Sft:	1213.58	% Sft:	21954
18	Stone filing dry hand packed as filling behind retaining walls or in pitching and aprons. (P- 36, Item No:16)	1980.00	Cft:	2684.00	% Cft:	53143
10	Dismantling Cement concrete reinforced separting reinformcement from concrete cleaning & strenghtening the	2520.24	Cft:	5445.00	% Cft:	137227
20	Dismantling cement concrete Plain 1:3:6 Page - 11 Item - 19(b)	480.00	Sft:	1306,80	% Cft:	6273
21	Dismantling brick work in lime or Cement mortar (Page No:11, Item No:13)	4079.25	Sft:	1285.63	% Cft:	52444
					Total Rs:	34693588

Ghulam Mujtaba Dhamrabo Executive Engineer North Dadu Drainage Divisi-Larkana

### SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I. (Civil works)			
1. 2. 3.	II.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellancous Items			-

Total (to be carried to Summary of Bid Price)

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

### \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

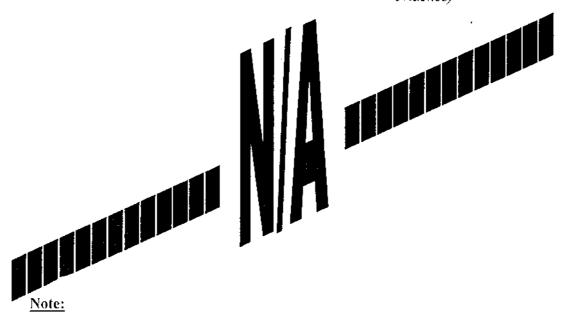
# WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



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

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

#### PROPOSED PROGRAMME OF WORKS

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

### METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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 Da	ited
Contract Value:  Contract Title:	• -
benefit from Government of Sindh (	une of Contractor] hereby declares that it has not obtained contract, right, interest, privilege or other obligation or GOS) or any administrative subdivision or agency thereof led by it (GOS) through any corrupt business practice.
warrants that it has fully declared anyone and not given or agreed to or outside Pakistan either directly including its affiliate, agent, assoc sponsor or subsidiary, any commiss described as consultation fee or of procurement of a contract, right	of the foregoing, [name of Contractor] represents and the brokerage, commission, fees etc. paid or payable to give and shall not give or agree to give to anyone within y or indirectly through any natural or juridical person, state, broker, consultant, director, promoter, shareholder, sion, gratification, bribe, finder's fee or kickback, whether otherwise, with the object of obtaining or inducing the interest, privilege or other obligation or benefit in tring Agency (PA) except that which has been expressly
make full disclosure of all agreeme	esponsibility and strict liability that it has made and will ents and arrangements with all persons in respect of or and has not taken any action or will not take any action to presentation or warranty.
declaration, not making full disclos defeat the purpose of this declaration right, interest, privilege or other obli-	responsibility and strict liability for making any false sure, misrepresenting facts or taking any action likely to n, representation and warranty. It agrees that any contract, igation or benefit obtained or procured as aforesaid shall, and remedies available to PA under any law, contract or option of PA.
Supplier/Contractor/Consultant] agre on account of its corrupt business pre equivalent to ten time the sum of kickback given by [name of Contraction of Cont	remedies exercised by PA in this regard, [name of sees to indemnify PA for any loss or damage incurred by it actices and further pay compensation to PA in an amount f any commission, gratification, bribe, finder's fee or stor] as aforesaid for the purpose of obtaining or inducing ight, interest, privilege or other obligation or benefit in
[Procuring Agency]	[Contractor]

CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

# CONDITIONS OF CONTRACT

Clause No	Description	Page No
General Provisi	ons	35
	Agency	
3. Engineer's/Proc	euring Agency's Representatives	37
4. The Contractor		
	ractor	
	icy's Risks	
	letion	
8. Taking Over		41
9. Remedying De	fects	41
	Claims	
11. Contract Price	And Payment	43
12. Default		44
13. Risks and Resp	onsibilities	46
	~, ~	
15. Resolution of E	Disputes	47
	· 	

#### 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

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

#### Persons

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

#### Dates, Times and Periods

- —Commencement Datel 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 —Dayl means a calendar day
- —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

#### Money and Payments

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

#### 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, licenses 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) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices 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 Maintenances Period.

### 9. REMEDYING DEFECTS

### 9.1 Remedying Defects

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

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

### 9.2 Uncovering and Testing

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

### 10. VARIATIONS AND CLAIMS

### 10.1 Right to Vary

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

# 10.2 Valuation of Variations

Variations shall be valued as follows:

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

# 10:3 Changes in the Quantities.

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

### 10.4 Early Warning

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

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

## 10.5 Valuation of Claims

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

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

### 10.6 Variation and Claim Procedure

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

### 11. CONTRACT PRICE AND PAYMENT

### 11.1 (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

### 11.2 Interim Payments

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

#### 11.4 Retention

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

### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### 12. DEFAULT

#### 12.1 Defaults by Contractor

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

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

# 12.2 Defaults by Procuring Agency

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

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

#### 14. INSURANCE

### 14.1 Arrangements

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

### 14.2 Default

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

#### 15. RESOLUTION OF DISPUTES

#### 15.1 Engineer's Decision

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

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

#### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### 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.)

	Clauses of
	itions of Contract
1.1 3	Procuring Agency's Drawings, if any
	(To be listed by the Procuring Agency)
1.1 4	The Procuring Agency means
	Executive Engineer, North Dadu Drainage Division Larkana
1.1.5	The Contractor means
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.)	Time for Completion 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
บนเป็นรั	Engineer (mention the name along with the designation including whether he gs to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,
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
(i)	
(j)	
(The Pi	rocuring Agency may add, in order of priority, such other documents as form part of
the Cor	ntract. Delete the document, if not applicable)

	2,1	Provision of Site: On the Commencement Date	
	3.1	Authorized person:	
	3.2	Name and address of Engineer's/Procuring Agency's representative	
	4.4	Performance Security:	
		Amount	
		Validity	
		(Form: As provided under Standard Forms of these Documents)	
	5.1	Requirements for Contractor's design (if any):	
		Specification Clause No's	
	7.2	Programme:	
		Time for submission: Within fourteen (14) days* of the Commencement Date.	
		Form of programme:(Bar Chart/CPM/PERT or other)	
	7.4	Amount payable due to failure to complete shall be% 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 p day.)	er
-	7.5	Early Completion	
		In case of earlier completion of the Work, the Contractor is entitled to be paid bone up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidate damages stated in the contract data.	ıs d
	9.1	Period for remedying defects	
		90 Days	
	10.2	(e) Variation procedures:	
		Day work rates(details)	
	11.1	Terms of Payments	
	a)	Mobilization Advance	
		(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:	of ie

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

OR

# 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a condition with the Specification Permanent Works;
  - (ii) Such materials have see a delighed to the first and protected against so by data ge of the contraction and verification of the English but and risk and cost of the Contractor;
  - (iii) The Contractor arecade by the quirements, orders, receipts and use of material and exercise to a proved by the Engineer, and such receipts available of aspection by the Engineer;
    - alue of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unitied in work measured since previous bill, I equivalent to be quantities of materials used contractor on items of workshow as accounted in part I of the latest and the contractor.
- (c) Interim payments: The Contract at a limit of Engineer monthly statements of the estimated value amount certified previously.
  - (i) The value of world supple and mass the value of the quantities of the items in the literature of the compacted.
    - 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.

naterials and valuation of variations

(v) Retention money and other advances are to be recovered from the bill submitted by contractor.

### 11.2 \*(a) Valuation of the Works:

(ii)

i)	Lump sum price nil (details), or
ii)	Lump sum price with schedules of rates (details), or
iii)	Lump sum price with bill of quantities(details), or
iv)	Re-measurement with estimated/bid quantities in the Schedule of
	Prices or on premium above or below quoted on the rates
	mentioned in CSR(details), or/and
v)	Cost reimbursable (details)

11.5	Percentage of retention*: five (5%)
11.6	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Fuil replacement cost
Гуре	of cover
,	Third Party-injury to persons and damage to property
	(The minimum amount of third party insurance should be assessed by the Procuring Agency and entered).
	Workers:
	Other cover*:
	(In each case name of insured is Contractor and Procuring Agency)
4.2	Amount to be recovered
	Premium plus percent (%).
5.3	Arbitration**
	Place of Arbitration:
(P)	
(Pro	curing Agency to specify as appropriate)
* (It.	has to be in the Province of Sindh)

# STANDARD FORMS

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

# FORM OF BID SECURITY

(Bank Guarantee)

Guarantee No. 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 at the request of the said Principal, we the Guarantor above-named are held and firmly be unto the, (hereinafter called The —Procument of which sum well and truly to be more bind ourselves, our heirs, executors, administrators and successors, jointly and sever firmly by these presents.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procuments.	
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 at the request of the said Principal, we the Guarantor above-named are held and firmly be unto he  Agencyl) in the sum stated above, for the payment of which sum well and truly to be m we bir dourselves, our heirs, executors, administrators and successors, jointly and sever firmly by these presents.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal submitted the accompanying Bid numbered and dated as above for  (Particulars of Bid) to the said Procu	
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 at the request of the said Principal, we the Guarantor above-named are held and firmly be unto he  Agencyl) in the sum stated above, for the payment of which sum well and truly to be m we bind ourselves, our heirs, executors, administrators and successors, jointly and sever firmly by these presents.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal submitted the accompanying Bid numbered and dated as above for  (Particulars of Bid) to the said Procu	
Sum of Security (express in words and figures):  Bid Reference No	
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 at the request of the said Principal, we the Guarantor above-named are held and firmly be unto he, (hereinafter called The —Procu Agencyl) in the sum stated above, for the payment of which sum well and truly to be m we bir d ourselves, our heirs, executors, administrators and successors, jointly and sever firmly by these presents.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procu Agency; and	
Bid Reference No Date of Bid KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid at the request of the said Principal, we the Guarantor above-named are held and firmly be unto he, (hereinafter called The —Procu Agencyi) in the sum stated above, for the payment of which sum well and truly to be m we bird ourselves, our heirs, executors, administrators and successors, jointly and sever firmly by these presents.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal submitted the accompanying Bid numbered and dated as above for (Particulars of Bid) to the said Procu Agency; and	
KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid at the request of the said Principal, we the Guarantor above-named are held and firmly be unto the	
Agency; and (Particulars of Bid) to the said Procu	ring ade, ally,
	ing
WHEREAS, the Procuring Agency has required as a condition for considering the said that the Principal furnishes a Bid Security in the above said sum to the Procuring Agence conditioned as under:	Bid icy,
<ul> <li>that the Bid Security shall remain valid for a period of twenty eight (28) days bey the period of validity of the bid;</li> <li>that in the event of;</li> </ul>	ond
(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 S Clause 16.4 (b) of Instructions to Bidders, or	ub-
(c) failure of the successful bidder to	
(i) furnish the required Performance Security, in accordance with S Clause IB-21.1 of Instructions to Bidders, or	ıb-
(ii) sign the proposed Contract Agreement, in accordance with S Clauses IB-20.2 & 20.3 of Instructions to Bidders,	ıb-

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No.
	Executed on
	Expiry Date
(Let er by the Guarantor to the Procuring Agency)	
Name of Guarantor (Scheduled Bank in Pakistan) v	vith
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 Documents and above said Letter of Acceptance the request of the said Principal we, the Guaranton unto the Procuring Agency) in the penal sum of the amount	(hereinafter called the Documents) and at rabove named, are held and firmly bound
Procuring Agency) in the penal sum of the amountsum well and truly to be made to the said Procurexecutors, administrators and successors, jointly an	ing Agency, we bind ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS accepted the Procuring Agency's above said Letter  (Name of the Condition of the Conditio	of Acceptance for
(Name of P	

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

We,	(the Guarantor), waiving all objections
We,	Procuring Agency's first written demand with Procuring Agency to prove or to show ground ms up to the amount stated above, against the Principal has refused or failed to preference.
obligations under the Contract, for which p Procuring Agency's designated Bank & Acco	payment will be effected by the Guarantor
PROVIDED ALSO THAT the Procuring Adecicing whether the Principal (Contractor) Contract or has defaulted in fulfilling said o	has duly performed his obligations under bligations and the Guarantor shall pay with
objection any sum or sums up to the amount s	stated above upon first written demand from
Procuring Agency forthwith and without any i	reference to the Principal or any other person.
IN WITNESS WHEREOF, the above bounder its seal on the date indicated above, the national artificial and these presents duly signed authority of its governing body.	ed Guarantor has executed this Instrument unmer and cornorate seal of the Guarantor be
IN WITNESS WHEREOF, the above bounde its seal on the date indicated above, the nat hereto affixed and these presents duly signed	ed Guarantor has executed this Instrument unme and corporate seal of the Guarantor being its undersigned representative, pursuant
IN WITNESS WHEREOF, the above bounde its seal on the date indicated above, the nat hereto affixed and these presents duly signed	ed Guarantor has executed this Instrument unmer and cornorate seal of the Guarantor be
IN WITNESS WHEREOF, the above bounde its seal on the date indicated above, the name need affixed and these presents duly signed authority of its governing body.  Witness:	ed Guarantor has executed this Instrument unme and corporate seal of the Guarantor being by its undersigned representative, pursuant Guarantor (Bank)
IN WITNESS WHEREOF, the above bounde its seal on the date indicated above, the name of the affixed and these presents duly signed authority of its governing body.  Witness:	d Guarantor has executed this Instrument unme and corporate seal of the Guarantor be by its undersigned representative, pursuant  Guarantor (Bank)  1. Signature
IN WITNESS WHEREOF, the above bounde its seal on the date indicated above, the name need affixed and these presents duly signed authority of its governing body.  Witness:	d Guarantor has executed this Instrument unme and corporate seal of the Guarantor bed by its undersigned representative, pursuant  Guarantor (Bank)  1. Signature  2. Name

# FORM OF CONTRACT AGREEMENT

day -Pı	S CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the
WH	EREAS the Procuring Agency is desirous that certain Works, viz
shou	ld be executed by the Contractor and has accepted a Bid by the Contractor for the ation and completion of such Works and the remedying of any defects therein.
NOV	W this Agreement witnessed 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;
	<ul><li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li><li>(e) The Specifications; and</li></ul>
	(e) The Specifications; and (f) The Drawings
	(1) The Diamings
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.

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

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

# MOBILIZATION ADVANCE GUARANTEE

	Guarantee No
	Executed on
(Letter by the Guarantor to the Procuring Agency	у)
WHEREAS the	(hereinafter
called the Procuring Agency) has entered into a	Contract for
<u> </u>	
	(Particulars of Contract), with
(hereina	fter called the Contractor).
AND WHEDEACHE Discoving	
AND WHEREAS the Procuring Agency has agr	ed advance to the Contractor, at
Contractor's request, an amount	
) which amount in	all andvanced to the second as per
provisions of the Contract.	
AND WHEREAS the Procuring Agency a secure the advance payment for the effort a secure the secure and the secure the secure and	
secure the advance payment for the formation	bligations under the said Contract.
AND WHEREAS	(Sahadulad Banta)
	of the Contractor and in consideration of the
Proceeding to make the above	e advance to the Contractor, has agreed to
furn Guarantee.	
<b>,</b>	
NOW THEREFORE the Guarantor hereby gu	
advance for the purpose of above mentioned Co fulfillment of any of his obligations for which t	
shall be liable to the Procuring Agency for p	
amount.	in the second second second second second second second second second second second second second second second
Notice in writing of any default, of which the F	Procuring Agency shall be the sole and final
judge, as aforesaid, on the part of the Contractor	r, shall be given by the Procuring Agency to
the Guarantor, and on such first written demand all sums then due under this Guarantee without	payment shall be made by the Guarantor of any reference to the Contractor and without
an sums their due under this Guarantee without	any reference to the Contractor and without

any objection.

# INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made the
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works). 1
AND WHEREAS the contractor has applied to the
the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay follow:-
(R) That the said sum of Rupees

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

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

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

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

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

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

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

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

1st Witness 2<sup>nd</sup> witness

# **SPECIFICATIONS**

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

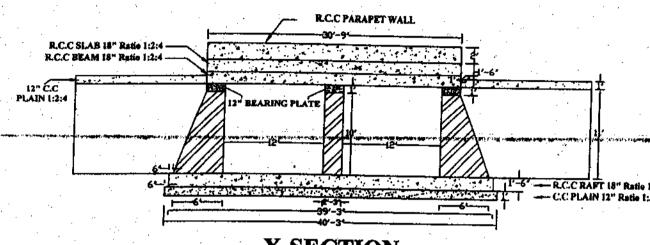
# \*DRAWINGS

\* (Note:

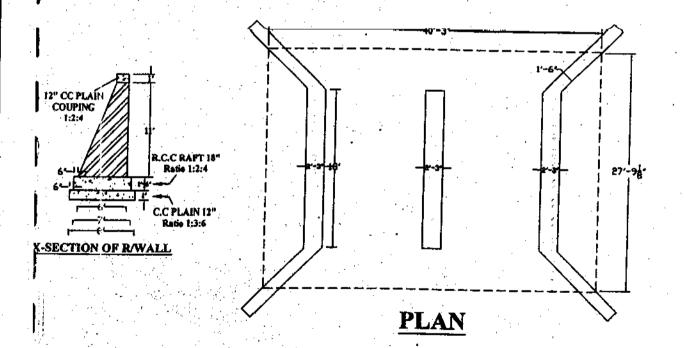
The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).

1CQ

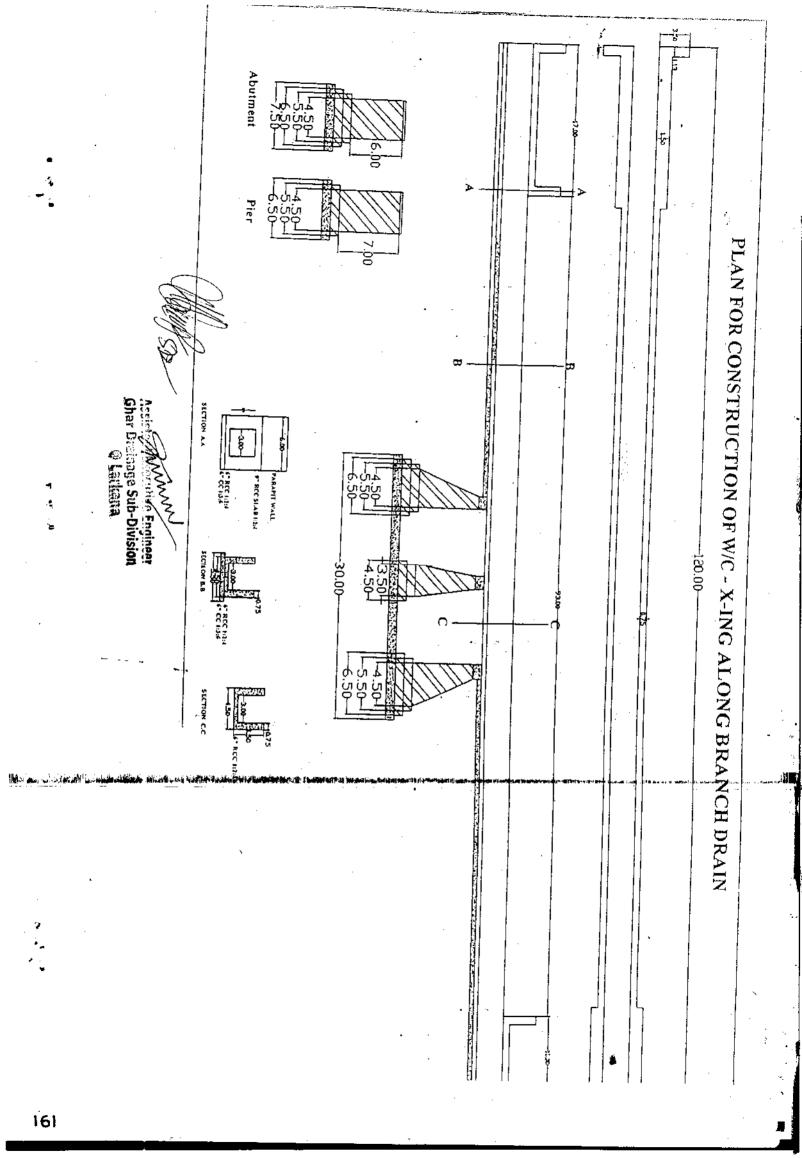
# CONSTRUCTION OF VILLAGE ROAD BRIDGE ALONG BRANCH DRAIN



# **X-SECTION**



Assistant Executive Engineer Ghar Drainage Sub-Division @ Larkana



# RABIDING DOCUME

# STANDARD FORM OF BIDDING DOCUMENT

# FOR

# PROCUREMENT OF WORKS

"Bed Clearance of Nasir Branch Drain from RD: 0+0 to 62+0, Reconstruction of VRB 03 No: , W/C Xing 05 No:, Open Type inlet 05 No: along Nasir Branch Drain"

**Executive Engineer North Dadu Drainage Division Larkana** 

Issued to M/S:

INSTRUCTIONS TO PROCURING AGENCIES

# INSTRUCTIONS TO PROCURING AGENCIES (Not to be included in Bidding Documents)

### A. Basis of Documents

7

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

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

### B. Contents of Documents

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

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

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

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

(i) Invitation for Bids

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

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

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

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

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

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

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

### D. Instructions to Bidders

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

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

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

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

# E. Bidding Data

c

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

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

# F. Schedules to Bid

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

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

# G. Conditions of Contract

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

### H. Contract Data

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

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

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

# I. Specifications

To be prepared and incorporated by the Engineer/Procuring Agency

### J. Drawings

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

# SUMMARY OF CONTENTS

(1)	INVITATION FOR BIDS	02
(II)	INSTRUCTIONS TO BIDDERS & BIDDING DATA	04
(111)	FORM OF BID & SCHEDULES TO BID	19
(IV)	CONDITIONS OF CONTRACT & CONTRACT DATA	33
(V)	STANDARD FORMS	54
(VI)	SPECIFICATIONS	67
(VII)	DRAWINGS	. 68

# OFFICE OF THE EXECUTIVE ENGINEER NORTH DADU DRAINAGE DIVISION LARKANA

<u>: 074-9410063</u>

Fax No: 074-4044416

No: TC/G-55/ 705 / of 2015 Larkana Dated: 9/3/2015

# **NOTICE INVITING TENDERS**

1. Executive Engineer North Dadu Drainage Division Larkana invites sealed tenders on Composite Schedule of Rates (CSR)/ on Standard Bidding Documents from interested contractors/firms as per SPP Rules 2010 (amended 2013)

# List of Works

Sr. No:	Name of work	Estimated Cost	Earnest 2% Money	Tender Fee	Completion Period
01.	Construction of Sub Drain 2L Pahnwaro Panhwaro System RD: 0 to 15+00, Construction of Junction (01 No:), VRC (03 Nos:), DRC (01 No:), W/C x-ing (03 Nos:), Open type inlet (06 Nos:), Pipe inlets (10 Nos:) along Sub Drain 2L Panhwaro.	29.090	581800	2500	24 Months
02.	Bed Clearance of Ghar Main Drain from RD: 0+0 to 15+0, Reconstruction of VRB (02 No:), W/C Xing (01 No:) along Ghar L Channel, W/C Xing (02 No:), Open Type inlet (02 No:) along Ghar Main Drain & Generator Room (01 No:) @ Ghar Pumping Station	35.951	719020	2500	24 Months
03.	Bed Clearance of Ghar Main Drain from RD: 15+0 to 40+0, Reconstruction of VRB (01 No:), W/C Xing (03 No:), Open Type inlet (04 No:) along Ghar Main Drain	34.416	688320	2500	24 Months
04.	Bed Clearance of Ghar Main Drain from RD: 40+0 to 60+0, Reconstruction of VRB (01 No:), W/C Xing (04 No:), Bed Clearance of Sub Drain 1L, 2L, 3L Ghar System & Re-Construction of Junction Culvert over Sub Drain 3L Ghar	37.225	744500	2500	24 Months
05.	Bed Clearance of Ghar Main Drain from RD: 60+0 to 80+0, Bed Clearance along Nasirabad Branch Drain RD: 40+ to 100+0, Sub Drain 1R, Sub Drain 2R Nasirabad, Reconstruction of W/C Xing (02 No:), Open Type inlet (04 No:) along Ghar Main Drain, Reconstruction of W/C Xing (02 No:), VRB (01 No:) along Nasirabad Branch Drain	41.082	821640	2500	24 Months
06.	Bed Clearance of Badeh Branch Drain from RD: 0+0 to 68+0, Sub Drain 1L, 1R, 2R, 3R, 4R, 4RA, 4RB, 5R Badeh System & Reconstruction of VRB (01 No:), W/C Xing (03 No:) along Badeh Branch Drain	35.896	717920	2500	24 Months
07.	Bed Clearance of Nasir Branch Drain from RD: 0+0 to 62+0, Reconstruction of VRB (01 No:), W/C Xing (05 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.575	791500	2500	24 Months
08.	Bed Clearance of Ghar Main Drain from RD: 80+0 to 105+0, Sub Drain 5L Ghar, & Reconstruction of Junction culvert (01 No:) along Nasir Branch Drain, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet (05 No:) along Ghar Main Drain	39.219	784380	2500	24 Months
09.	Bed Clearance of Kamber Branch Drain RD: 0+0 to 35+500, Sub Drain 1L, 2L Kamber System, Reconstruction of Junction culvert (01 No:) along Sub Drain 4L, 5L Ghar System, VRB (02 Nos:), W/C Xing (04 No:), Open Type inlet 05 No: along Kamber Branch Drain	34.713	694260	2500	24 Months

		<del></del>	<del></del>	<del>,</del>	<del></del>
10.	Bed Clearance of Pahnwaro Branch Drain from RD: 0+0 to 39+600, Sub Drain IL, 1LA Pahnwaro system, Reconstruction of Junction culvert (01 No:) along Sub Drain IL Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	37.109	742180	2500	24 Months
11.	Bed Clearance of Wagan Main Drain from RD: 0+0 to 38+00, Sub Drain 1L, 2L Wagan System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Wagan, W/C Xing (02 No:), Open type inlet (03 Nos:) along Wagan Main Drain	24.527	490540	2500	24 Months
12.	Bed Clearance of Biro Chandio Branch Drain from RD: 0+0 to 20+00, Sub Drain 1R, 1L, 2L, 2LA, 2LB, 2LC, 2LD B/Chandio System, Reconstruction of Junction culvert (01 No:) along Sub Drain 1L Pahnwaro, VRB (03 Nos:), W/C Xing (06 No:) along Pahnwaro Branch Drain	39.566	791320	2500	24 Months
13.	Bed Clearance of Khp: Juso Branch Drain from RD: 0+0 to 18 0+0, Sub Drain 1R, 2R, 1L, 1LB Khp: Juso System, Reconstruction of Junction culvert (02 No:) along Sub Drain 1L, 1R Khp: Juso, VRB (01 Nos:), W/C Xing (02 No:) along Khp: Juso Branch Drain	25.949	518980	2500	24 Months
14.	Reconstruction of VRB (02 No :), W/C x-ing (05 Nos :) Open type inlet (04 Nos:) along Ghar Main Drain	33.165	663300	2500	24 Months

- 2. Eligibility: Valid Registration with tax authorities Pakistan Engineering Council in relevant category and discipline Sindh Revenue Board valid NTN by FBR
- 3. Method of Procurement. Single Stage Single Envelope
- 4. Bidding/Tender Documents:
  - (i) **Issuance:** Documents will be issued from date of publication to 30-03-2015 up to 5.0 PM on payment of tender fee (Non- refundable-mentioned against each item in the list).
  - (ii) Submission: Last date will be 31-03-2015 @ 1.0 PM
  - (iii) Opening: will be opened on 31-03-2015 @ 1.45 PM
  - (iv) Place of issuance, submission, inquiries and opening will be:-

Address (Postal)

: Executive Engineer North Dadu Drainage Division

SCARP Colony Ratodero Road Near Naka No: 07 Larkana

Telephone Number(s)

: 074-9410063

Fax Number

: 074-4044416

E-mail Address (If available): xenndddivlrk@gmail.com

(v) Un-responded tenders will be again issued/submitted/opened on following dates:-2<sup>nd</sup> Attempt: (a) up to 16-04-2015 up to 5.0 PM (b) 17-04-2015 @ 1.0 PM and opening 17-04-2015 @ 1.45 PM

# 5. Terms & Conditions.

- (a) Under following conditions bid will be rejected:-
  - (i) Conditional and telegraphic bids/tenders;
  - (ii) Bids not accompanied by bid security of required amount and form;
  - (iii) Bids received after specified date and time.
  - (iv) Black listed firms.

- (b) Bid validity Period: 90 days
- (c) Procuring Agency may reject all or any bids subject to the relevant provisions of Sindh Public Procurement Rules 2010.
- d) Responsive Bidder is required to submit following documents with bid:
  - (i) List of similar assignments with cost (mention number of projects with their cost) under-taken over the past 03 years;
  - (ii) Details of equipments, machineries and transport owned by firm/contractor;
  - (iii) Financial Statement (summary) and income tax return for the last 03 years;

(iv) Affidavit that firm has never been black listed;

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

1) Copy forwarded with complements to the Secretary to Government of Sindh Irrigation Department with request to up hoist the same on the Irrigation Department Web Site.

2) Copy forwarded with compliments to the Secretary, Information Technology Department Government of Sindh new Secretariat 1<sup>st</sup> Floor Karachi for information with copy of NIT & CD placing them on web site as per policy under PPRA 2004.

3) Copy forwarded with compliments to the Managing Director Sindh Public Procurement Regularity Authority (SPPRA), Block-8 Secretariat 4-A Court Road Karachi along with hard & soft copy of Standard Bidding Documents with the request to up hoist the same on SPPRA web site to facilitate the bidders.

- 4) Copy forwarded with complements to the Chief Engineer Irrigation Development Sindh Hyderabad for information.
- 5) Copy forwarded with complements to the Project Director SCARP Irrigation Sukkur for information.
- 6) Copy forwarded to the Director Information Advertisement Karachi along with 7 copies for Publication in three leading daily NEWS Papers i.e. Sindhi, Urdu & English.
- 7) Copy forwarded to the Assistant Executive Engineer (all) of North Dadu Drainage Division Larkana for information.
- 8) Notice Board Local.

(Ghulam Mujtaba Dhamrah)
Executive Engineer
North Dadu Drainage Division
Larkana

# INVITATION FOR BIDS

		Date:					
		Bid Reference No.:					
l.	bids from approprime qual Agency	curing Agency, [enter name of the procuring agency], invites sealed in interested firms or persons licensed by the Pakistan Engineering Council in the state category( not required for works costing Rs 2.5 million or less) and/or duly ified(if pre-qualification is done for specific scheme/project) with the Procuring for the Works, [enter title, type and financial volume of work], which completed in [enter appropriate time period] days.					
2.	on submon-refu	lete set of Bidding Documents may be purchased by an interested eligible bidder nission of a written application to the office given below and upon payment of a undable fee of Rupees(Insert Amount). Bidders may the Bidding Documents from the Office of the Procuring Agency,(Mailing Address).					
3.	All bids must be accompanied by a Bid Security in the amount of Rs.						
	Dunge	) or percentage of hid price in					
	the form	n of (pay order / demand draft / bank guarantee) and must be delivered					
	to	(Indicate Address and Exact Location) at or before					
	hours o	(Date). Bids will be opened at hours on the same day in					
	the nres	the presence of bidders' representatives who choose to attend, at the same address					
		e the address if it differs].					
	L	- We 2 2 1					
ſŃ	ote: 1.	Procuring Agency to enter the requisite information in blank spaces.					
LIN							
	2.	The bid shall be opened within one hour after the deadline for submission of					
		bids.]					

# INSTRUCTIONS TO BIDDERS & BIDDING DATA

# Notes on the Instructions to Bidders

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

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

# TABLE OF CONTENTS

# INSTRUCTIONS TO BIDDERS

Clause No.	Description Page No.
	A. GENERAL
	A. GENERAE
IB.1	Scope of Bid & Source of Funds
IB.2	Eligible Bidders 6
IB.3	Cost of Bidding7
	B. BIDDING DOCUMENTS
IB.4	Contents of Bidding Documents
IB.5	Clarification of Bidding Documents
IB.6	Amendment of Bidding Documents
	C- PREPARATION OF BID
IB.7	Language of Bid8
IB.8	Documents Comprising the Bid 8
IB.9	Sufficiency of Bid
IB.10	Bid Prices, Currency of Bid & Payment9
IB.II	Documents Establishing Bidder's Eligibility and Qualifications 9
1B.12	Documents Establishing Works Conformity to
	Bidding Documents9
IB.13	Bidding Security10
IB.14	Validity of Bids, Format, Signing and Submission of Bid 10
	D-SUBMISSION OF BID
IB.15	Deadline for Submission, Modification & Withdrawal of Bids 11
	:
E. BID OPE	INING AND EVALUATION
IB.16	Bid Opening, Clarification and Evaluation
IB.17	Process to be Confidential
F. AWARD	OF CONTRACT
IB.18	Qualification
IB.19	Award Criteria & Procuring Agency's Right14
1B.20	Notification of Award & Signing of Contract Agreement 14
IB.21	Performance Security14
IB.22	Integrity Pact

# 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

# 1.1 Scope of Bid

The Procuring Agency as defined in the Bidding Data Executive Engineer North Dadu Drainage Division Larkana wishes to receive Bids for the Works summarized in the Bidding Data

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 has arranged funds from its own sources or Provincial, which may be indicated accordingly in bidding data towards the cost of the project/scheme.

# **IB.2** Eligible Bidders

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

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

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

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

- e) if prequalification has not undertaken, the procuring agency may ask information and documents not limited to following:-
  - (i) company profile;
  - (ii) works of similar nature and size for each performed in last 3/5 years;
  - (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 1B.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;
    - (iv) Form of Bank Guarantee for Advance Payment.
  - 5. Specifications
  - 6. Drawings, if any

# **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 quarries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of bid (SPP Rule 23-1).

# 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.1!
  - (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 natters 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

- 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.

# 1B.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.

#### 1B.13 Bid Security

- 13.1 Fach 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

- 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

  —ORIGINALI and —COPYI 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

# 1B.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
  - (2) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
  - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
  - (2) 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 riodification 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.
- 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, previded 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;
- 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.

# IB.17 Process to be Confidential

- 17.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated.
- 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 Practicel 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.

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

- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any b d, 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 b dder 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 Acceptancel) 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 Schedulc-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

(This section should be filled in by the Engineer/Procuring Agency before issuance of the Bidding Documents. The following specific data for the works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

# **Instructions to Bidders** Clause Reference

1.1 Name of Procuring Agency

Executive Engineer North Dadu Drainage Division Larkana

# **Brief Description of Works**

Bed Clearance of Nasir Branch Drain from RD: 0+0 to 62+0, Reconstruction of VRB 03 No: W/C Xing 05 No:, Open Type inlet 05 No: along Nasir Branch Drain

- 5.1 (a) Procuring Agency's address: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
  - (b) Engineer's address: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana
- Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees. 10.3
- The bidder has the financial, technical and constructional capability necessary to 11.2 perform the Contract as follows: (Insert required capabilities and documents) i. Financial capacity: (must have turnover of Rs-----Million);

  - ii. Technical capacity: (mention the appropriate category of registration with PEC and qualification and experience of the staff);
  - iii. Construction Capacity: (mention the names and number of equipments required for the work),

- 12.1 (a) A detailed description of the Works, essential technical and performance characteristics.
  - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

# 13.1 Amount of Bid Security

2% of Bid Amount

(Fill in lump sum amount or in % age of bid amount /estimated cost, but not below 1% and not exceeding 5%)

# 14.1 Period of Bid Validity

9) Days

(Fill in "number of days" not exceeding 90)

#### 14.4 Number of Copies of the Bid to be submitted:

Cne original plus two copies.

# 14.6 (a) Procuring Agency's Address for the Purpose of Bid Submission

Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

(insert postal address or location of bid box for delivery by hand)

#### 15.1 Deadline for Submission of Bids

Time: 1.00 PM on 31-03-2015.

#### 16.1 Venue, Time, and Date of Bid Opening

Venue: Executive Engineer, North Dadu Drainage Division Larkana, SCARP Irrigation Colony near Miro Khan Chowk Ratodero Road Larkana

Time: 1.45 PM Date: 31-03-2015

#### 16.4 Responsiveness of Bids

(i) Bid is valid till required period,

- "(ii) Bid prices are firm during currency of contract/Price adjustment;
- (iii) Completion period offered is within specified limits.
- (iv) Bidder is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) Bid does not deviate from basic technical requirements and
- (vi) Bids are generally in order, etc.
- \*Procuring agency can adopt either of two options. (Select either of them)
  - (a) **Fixed Price contract:** In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 24 months.
  - (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

FORM OF BID AND SCHEDULES TO BID

# FORM OF BID (LETTER OF OFFER)

Bid R	eferenc	e No
	(Name	e of Works)
To:		
Gentle	emen,	
	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.
		we, the undersigned, being a company doing business under the name of and address
		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) Address Witness: (Signature)\_\_\_\_ Name: Address:

# SCHEDULES TO BID INCLUDE THE FOLLOWING:

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

# SCHEDULE - A TO BID

# SCHEDULE OF PRICES

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

<sup>\* [</sup>To be prepared by the Engineer/Procuring Agency]

#### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

# 2. Description

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

#### 3. Units & Abbreviations

3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d' Unites (FPS Units).

FPS	System	
	•	

(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 Agencies executed and shall be deemed covered by the rates and prices.

- 4.5 (a) The bidder shall be deem to and all requirement of the heroto which may affect the bid price.
  - \*(b) The Contract regalities propose to make complete arrange that the respectation of the Plant to the Site.

\*(I gency 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 "B"

Package No: 07

# Bed Clearance of Nasir Branch Drain from RD: 0+0 to 62+0, Reconstruction of VRB 03 No: , W/C Xing 05 No:, Open Type inlet 05 No: along Nasir Branch Drain

S. No. Description Operation Description				<del></del>
	Quantity	Rate	Unit	Amount
dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.I.No.5(a)P-I)	4322198.0 Cft:	2420.00	% Cft	10459719.28
ordinary soil (Page No: 1, Item No: 3 (a)	430802.25 Cft:	2117.50	%oCft	912223.76
spwal. coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10" x 5" or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)	323262.25 Cft:	579.41	%Cft	1873013.80
		187.55	% Ctt:	888912.04
		420.00	‰Cft	9072.00
Excavation in foundation of buildings, bridges & other structure i/c dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft: in ordinary soil (P-4 Item No:18(b)	54309.0 Cft:	3176.25	‰ Cft:	172498.80
Extra for wet earth work (P-3 Item No:15)	18154.48 Cft:	1058.75	‰ Cft:	19221.05
of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23)	270.0 days	1500.00	P.day	405000.00
payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not	4320.0 Hrs:	188.00	P.Hrs	812160.00
curing complete i/c screening and washing of stone aggregate	10315.85 Cft:	12595.00	% Cft:	1299281.31
to 20 ft; height in cement sand mortar 1:3: (Page No: 21 item)	18314.8 Cft:	13387.69	% Cft:	2451932.00
concrete work of Deodar wood 2nd class vertical (P-21,I- 18 a	1236.0 Sft:	7000.0	% Sft:	86520.00
curing complete i/c screening and washing of stone aggregate	624.90 Cft:	14429.25	% Cft:	90168.38
	Earth work excavation in Irrigation channel, drains etc complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.I.No.5(a)P-I)  Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil (Page No: 1, Item No: 3 (a)  Carriage of 100 Cft:/ 5 tones of all material like stone aggregate, spwal. coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10" x 5" or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)  Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page 3, Item No.11 (b)  Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36)  Excavation in foundation of buildings, bridges & other structure i/c dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft: in ordinary soil (P-4 Item No:18(b)  Extra for wet earth work (P-3 Item No:15)  Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED)  NOTE: For working the pump beyond 8 Hours the following	Earth work exeavation in Irrigation channel, drains ete complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.I.No.5(a)P-I)  Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil.(Page No: I, Item No: 3 (a)  Carriage of 100 Cft:/5 tones of all material like stone aggregate, spwal. coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10" x 5"or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles.(Rate analysis attached)  Dressing and leveling of Earth work to designed section etc complete. b) in ordinary or hard soil (Page 3, Item No.11 (b)  Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No: 36)  Excavation in foundation of buildings, bridges & other structure with excavated earth watering & remaining lead up to 5 ft: in ordinary soil (P-4 Item No: 18(b)  Extra for wet earth work (P-3 Item No:15)  18154.48 Cft:  Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches ic the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED)  NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, 1-23 (ii) Note: (PHED)  NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping of the pumping set of Upto 10 HP (but not less than 5 HP). (P-53, 1-23 (iii) Note: (PHED)  NOTE: For working the pump beyond fo	Earth work excavation in Irrigation channel, drains etc complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil. (S.I.No.5(a)P-I)  Borrowpit Excavation undressed lead up to 100 ft: (a) days 22198.0 Cft: 2117.50  Carriage of 100 Cft:/5 tones of all material like stone aggregate, spwal. coal, lime, surkhi etc B G, rail fastening points and crossing bridges, girders, pipes, 10" x 5"or 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles. (Rate analysis attached)  Dressing and leveling of Earth work to designed section etcomplete, b) in ordinary or hard soil (Page 3, Item No.11 (b)  Supply of clean screened (River or Pit) sand within 5 chain including removal of top crust of earth or over burden and royalty to the Government or cost to the private owner (P-7 Item No:36)  Excavation in foundation of buildings, bridges & other structure with excavated earth watering & remaining lead up to 5 ft: in ordinary soil (P-4 Item No:18(b)  Extra for wet earth work (P-3 Item No:15)  Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing pumps etc. @ lower depths with suction and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantting after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 Item-23 (ii) (PHED)  NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set it self being for 24 Hours (ii) for a pumping set of Upto 10 HP (but not less than 5 HP). (P-53, 1-23 (iii) Note: (PHED)  Cement concrete plain i/c placing compacting finishing and uring complete i/c screening and washing of stone aggregate to the proper set of the pumping set of the proper set of the pumping set of the pumping set of the pumping set of the pumping set of the pumping set of the pumping set of the pumping set of t	Earth work exeavation in Irrigation channel, drains etc complete dressed to designed section grade and profile in 50 ft: lead (a) in ordinary soil.(S.I.No.5(a)P-I)  Borrowpit Excavation undressed lead up to 100 ft: (a) ordinary soil (Page No: 1, Item No: 3 (a)  Carriage of 100 Cftt/5 tones of all material like stone aggregate, spwal. coal, lime, surkhi etc B G. rail fastening points and crossing bridges, girders, pipes, 10° x 5° roi 1000 mounds of fuel wood by trucks or any other means owned by the contractors. Average 03 miles (Rate analysis attached)  Dressing and leveling of Earth work to designed section etc complete, b) in ordinary or hard soil  J. Item No.11 (b)  Dressing and leveling of Earth work to designed section etc complete, b) in ordinary or hard soil  J. Item No.11 (b)  Excavation in foundation of buildings, bridges & other structure for dag bellings, dressing refilling around the structures with excavated earth watering & remaining lead up to 5 ft: in ordinary soil (P-4 Item No:18(b)  Extra for wet earth work (P-3 Item No:15)  Extra for wet earth work (P-3 Item No:15)  Full hire charges of the Pumping set per day inclusive of wages of driver and Assistant fuel or electric energy, plat forms required for placing Pumps etc. @ lower depths with succion and delivery pipes for pumping out water found at various depths from trenches i/c the cost of erection & dismantling after completion of the job. (iv) Hire charges of pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 item-23 (ii) (PHED)  NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set of up to 10 HP Pumping out water from 15' deep trench (P-53 item-23 (ii) (PHED)  NOTE: For working the pump beyond 8 Hours the following payment Shall be made. The hire of the Pumping set of up to 10 HP (Pumping out water from 15' deep trench (P-53 item-23 (ii) (PHED)  NOTE: For working the pump set of Upto 10 HP (but not less than 5 HP), (P-53, 1-23 (ii) Note: (PHED)  The complete i/c scr

S. No	Description	Quanti	ity	Rate	Unit	Amount
14	Reinforced cement concrete work i/c all Labour and material except the cost of steel reinforcement and its Labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds lifting, shuttering, curing, rending & finishing the exposed surface (i/c screening & washing of shingle) (a) R.C. work in roof slab, beams, columns rafts, lintels and other structural members laid in situ or precast laid in position completed in all respects. (i) Ratio (1:2:4) 90 lbs cement, 2 cft: sand, 4 cft: shingle 1/8" to 1/4" gauge. (P-15&16, Item 6 (i)	19491.92	l Cft:	337.00	P. Cft:	6568775.36
15	Fabrication of mild steel reinforcement for cement, concrete including cutting bending lying in position making joints and fastenings including cost of binding wire also includes removal	870.18	Cwt:	4820.20	P.Cwt:	4194464.15
16	Rehandling of Earth work (b) up to lead of 50 ft: (Page-2, Item No.9	4390554.0	Cft:	1058.75	%oCft	4648499.10
	Cement Pointing struck joints on walls (b) Ratio 1:3 (P-52 item No:19 (b)	4675.0	Sft:	1213.58	% Sft:	56734.87
18	Stone filing dry hand packed as filling behind retaining walls or in pitching and aprons. (P- 36, Item No:16)	5940.0	Cft:	2684.00	% Cft:	159429.60
10 1	Dismantling Cement concrete reinforced separting reinformeement from concrete cleaning & strenghtening the	4920.72	Cft:	5445.00	% Cft:	267933.20
20	Dismantling cement concrete Plain 1:3:6 (Page – 11 Item – 19(b)	1440.0	Sft:	1306.80	% Cft:	18817.92
21	Dismantling brick work in lime or Cement mortar (Page No:11, Item No:13)	11103.75	Sft:	1285.63	% Cft:	142753.14
22	Cement Plaster 1:3 up to 12' height (P-51 Item No:10 (b)	3533.90	Sft:	2344.59	% Sft:	82855.47
23	formation dressing & Preparing sub grade (b) on Slope (P- 80, ltem No: 01(b)	1341.0	Sft:	453.75	% Sft:	6084.79
24	Stone Pitching including Sub-base with Hammer dressed stone on surface laid in course including carriage of matter with 3	4176.25	Cft:	5377.63	% Cft:	224583.27
	·				Total Rs:	35850653.28

Ginulam Muitaba Dhamraho
Executive Engineer
North Dadu Drainage Division
Larkana

# SCHEDULE OF PRICES

Item No.	Description	QuantityU	nit Rate(Rs)	Total Amount (Rs)
1. 2. 3.	I, (Civil works)			
1. 2. 3.	II.Internal sanitary and water supply.			
1. 2. 3.	III. Electrification.			
1. 2. 3.	IV. External Development works.			
1. 2. 3.	V. Miscellaneous Items			

Total (to be carried to Summary of Bid Price)

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

#### \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

#### WORKS TO BE PERFORMED BY SUBCONTRACTORS\*

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

Items of Works to be Sub-Contracted

Name and address of Sub-Contractors

Statement of similar works previously executed. (attach evidence)



- The Procuring Agency should decide whether to allow subcontracting or not. In case Procuring Agency decides to allow subcontracting then following conditions shall be complied with:
- No change of Sub-Contractors shall be made by the bidder without prior 1. approval of the Procuring Agency.
- The truthfulness and accuracy of the statement as to the experience of Sub-2. Contractors is guaranteed by the bidder. The Procuring Agency's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
- Statement of similar works shall include description, location & value of 3. works, year completed and name & address of the clients.

#### PROPOSED PROGRAMME OF WORKS

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

#### METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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:	
or induced the procurement of benefit from Government of Sin	[name of Contractor] hereby declares that it has not obtained any contract, right, interest, privilege or other obligation or th (GOS) or any administrative subdivision or agency thereof trolled by it (GOS) through any corrupt business practice.
warrants that it has fully declar anyone and not given or agreed or outside Pakistan either directional including its affiliate, agent, a sponsor or subsidiary, any complete described as consultation fee procurement of a contract, r	ry of the foregoing, [name of Contractor] represents and red the brokerage, commission, fees etc. paid or payable to I to give and shall not give or agree to give to anyone within actly or indirectly through any natural or juridical person, associate, broker, consultant, director, promoter, shareholder, mission, gratification, bribe, finder's fee or kickback, whether or otherwise, with the object of obtaining or inducing the light, interest, privilege or other obligation or benefit in rocuring Agency (PA) except that which has been expressly
make full disclosure of all agre	If responsibility and strict liability that it has made and will rements and arrangements with all persons in respect of or A and has not taken any action or will not take any action to a representation or warranty.
declaration, not making full dis defeat the purpose of this declar right, interest, privilege or other	full responsibility and strict liability for making any false closure, misrepresenting facts or taking any action likely to ation, representation and warranty. It agrees that any contract, obligation or benefit obtained or procured as aforesaid shall, ghts and remedies available to PA under any law, contract or the option of PA.
Supplier/Contractor/Consultant] on account of its corrupt busines equivalent to ten time the sur kickback given by [name of Con	nd remedies exercised by PA in this regard, [name of agrees to indemnify PA for any loss or damage incurred by it is practices and further pay compensation to PA in an amount in of any commission, gratification, bribe, finder's fee or stractor] as aforesaid for the purpose of obtaining or inducing it, right, interest, privilege or other obligation or benefit in
[Procuring Agency]	[Contractor]

# TABLE OF CONTENTS

# CONDITIONS OF CONTRACT

C'ause No	Description	Page No
General Provisi	ons	35
2. The Procuring	Agency	37
	curing Agency's Representatives	
4. The Contractor		38
5. Design by Cont	ractor	38
	ncy's Risks	
	letion	
8. Taking Over		41
	fects	
10. Variations and	Claims	41
1 Contract Price	And Payment	43
13. Risks and Resp	onsibilities	46
	Disputes	

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

#### Persons

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

#### **Dates, Times and Periods**

- -Commencement Datel 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 —Dayl means a calendar day
- —Time for Completion means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

#### Money and Payments

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

Does not include any allowance for profit.

#### Other Definitions

- —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. 2 —Countryl means the Islamic Republic of Pakistan.
- 1.1...3 Procuring Agency's Risksl means those matters listed in Sub-Clause 6.1.
- 1.1.74 —Force Majeurel 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.
- -Sitel 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 —VariationI means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 Works means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- —Engineer I 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, licenses 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. General Obligations

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

#### 4.2 Contractor's Representative

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

#### 4.3 Subcontracting

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

#### 4.4 Performance Security

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

#### 5. DESIGN BY CONTRACTOR

#### 5. Contractor's Design

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

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

# 5.2 Responsibility for Design

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

# 6. PROCURING AGENCY'S RISKS

# 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionizing radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices 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 Maintenances Period.

# 9. REMEDYING DEFECTS

# 9.1 Remedying Defects

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

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

# 9.2 Uncovering and Testing

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

# 10. VARIATIONS AND CLAIMS

#### 10.1 Right to Vary

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

# 10.2 Valuation of Variations

Variations shall be valued as follows:

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

# 10:3 Changes in the Quantities.

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

# 10.4 Early Warning

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

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

# 10.5 Valuation of Claims

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

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

#### 10.6 Variation and Claim Procedure

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

#### 11. CONTRACT PRICE AND PAYMENT

#### 11.1 (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

#### 11.3 Interim Payments

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

#### 11.6 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.

#### 14. INSURANCE

#### 14.1 Arrangements

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

#### 14.2 Default

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

#### 15. RESOLUTION OF DISPUTES

#### 15.1 Engineer's Decision

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

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

#### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### 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.)

	Clauses of
	itions of Contract
1.1.3	Procuring Agency's Drawings, if any
	(To be listed by the Procuring Agency)
1.1.4	The Procuring Agency means  Executive Engineer, North Dadu Drainage Division Larkana
1.1 5	The Contractor means
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 730 days
	(The time for completion of the whole of the Works should be assessed by the Procuring Agency)
nerong	Engineer (mention the name along with the designation including whether he is to department or consultant) and other details  Executive Engineer, North Dadu Drainage Division Larkana,
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
	The completed Schedules to Bid including Schedule of Prices
	The Drawings, if any
(h)	The Specifications
(i)	
(j)	
(The Pr the Cor	ocuring Agency may add, in order of priority, such other documents as form part of atract. Delete the document, if not applicable)

2.1	Provision of Site: On the Commencement Date		
3.1	Authorized person:		
3.2	Name and address of Engineer's/Procuring Agency's representative		
4.4	Performance Security:		
	Amount		
	Validity		
	(Form: As provided under Standard Forms of these Documents)		
5.1	Requirements for Contractor's design (if any):		
	Specification Clause No's		
7.2	Programme:		
	Time for submission: Within fourteen (14) days* of the Commencement Date.		
	Form of programme:(Bar Chart/CPM/PERT or other)		
7.4	Amount payable due to failure to complete shall be% 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 In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.		
9.1	Period for remedying defects		
	90 Days		
10.2	(e) Variation procedures:		
	Day work rates(details)		
11.1	Terms of Payments		
a)	Mobilization Advance		
	(1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:		

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

OR

## 2) Secured Advance on Materials

- (a) The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in a cordinate with the Specification Permanent Works;
  - and protected against son dar ge of the first and to the satisfaction and verification of the English bit and risk and cost of the Contractor:
  - of material execution of the quirements, orders, receipts and use recommendate the contractor of the quirements, orders, receipts and use of material execution by the Engineer, and such execution by the Engineer;

ontractor shall arbinit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;

- (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of without written permission of the Procuring Agency;
- (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / exwarehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered;
- (viii) Detailed account of advances must be kept in part II of running account bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - (i) Secured Advance paid to the Contractor under the above provisions shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; —deduct quantity unized in work measured since previous bill, I equivalent to be equitities of materials used contractor on items of works we as executed in part I of the contractor.
- (c) Interim payments: The Contract at the mit statements of the estimated value amount certified previously.
  - (i) The value of works in place of the value of the quantities of the items in the literature of Quantum compared.
    - 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:

(ii)

	- William of the Works:
i)	Lump sum price nil (details), or
ii)	Lump sum price with schedules of rates (details), or
iii)	Lump sum price with bill of quantities(details), or
	Re-measurement with estimated/bid quantities in the Schedule of
	Prices or on premium above or below quoted on the rates
	mentioned in CSR(details), or/and
v)	Cost reimbursable(details)

, , ,	3 Percentage of retention*: five (5%)
11.	Currency of payment: Pak. Rupees
14.1	Insurances: (Procuring Agency may decide, keeping in view the nature and the scope of the work)
	Type of cover
	The Works
	Amount of cover
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)
	Type of cover
	Contractor's Equipment:
	Amount of cover
	Full replacement cost
Туре	of cover
	Third Party-injury to persons and damage to property
	Procuring Agency and entered).  Workers:
	Other cover*:
	(In each case name of insured is Contractor and Procuring Agency)
14.2	Amount to be recovered
	Premium plus percent (%).
5.3	Arbitration**
	Diagrafia the st
	Place of Arbitration:

# 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)

(1 ett	ter bu	tha C	Guarantee No	·
(D¢ii	ici by	տе Նր	Executed on	
Nam add e	e of G	uaranto	or (Scheduled Bank in Pakistan) with	· · · · · · · · · · · · · · · · · · ·
Name addre	e of Pr ss:	incipal	(Bidder) with	
- Sum (	ot Sect	irity (e	express in words and	
D:4 3				
Bia (	eteren	ice No.	Date of Bid	
Agence we be refirmly	the	the su selves, ese pre	N BY THESE PRESENTS, that in pursuance of the terms of the said Principal, we the Guarantor above-named are held and the important of the payment of which sum well and truly our heirs, executors, administrators and successors, jointly assents.  N OF THIS OBLIGATION IS SUCH, that whereas the Principal principal is a successor of the payment of the pa	firmly bound —Procuring to be made, nd severally,
_				
Agency	Agency; and (Particulars of Bid) to the said Procuring			
WHER that the condition	EAS, Princoned a	the Pr cipal fi s unde	ocuring Agency has required as a condition for considering turnishes a Bid Security in the above said sum to the Procurier:	the said Biding Agency,
(1) i	that th the per that in	e Bid riod of the ev	Security shall remain valid for a period of twenty eight (28) defented on the bid; rent of;	lays beyond
(	(a)	the P	rincipal withdraws his Bid during the period of validity of Bid,	Or
(	b)	the Pr	rincipal does not accept the correction of his Bid Price, pursual 16.4 (b) of Instructions to Bidders, or	ant to Sub-
(	c)		e of the successful bidder to	
		(i)	furnish the required Performance Security, in accordance Clause IB-21.1 of Instructions to Bidders, or	with Sub-
		(ii)	sign the proposed Contract Agreement, in accordance Clauses IB-20.2 & 20.3 of Instructions to Bidders,	with Sub-

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 Ag eement 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 wit tout any reference to the Principal or any other person.

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

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

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

Gi	uarantee No
Į	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 p Documents and above said Letter of Acceptance (here the equest of the said Principal we, the Guarantor abounte the Procuring Agency) in the penal sum of the amount sta sum well and truly to be made to the said Procuring A executors, administrators and successors, jointly and severe the said Procuring A executors, administrators and successors, jointly and severe the said Procuring A executors.	inafter called the Documents) and at ve named, are held and firmly bound  (hereinafter called the ted above, for the payment of which agency, we bind ourselves, our heirs,
THE CONDITION OF THIS OBLIGATION IS SUgaccepted the Procuring Agency's above said Letter of Accepted the Procuring Agency and	cceptance for
(Name of Project	t).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the indertakings, 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

# FORM OF CONTRACT AGREEMENT

—Fro	CONTRACT AGREEMENT (hereinafter called the —Agreement) made on the
sho ili	REAS the Procuring Agency is desirous that certain Works, viz  d be executed by the Contractor and has accepted a Bid by the Contractor for the tion and completion of such Works and the remedying of any defects therein.
NO W	this Agreement witnessed 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:
	<ul> <li>(a) The Letter of Acceptance;</li> <li>(b) The completed Form of Bid along with Schedules to Bid;</li> <li>(c) Conditions of Contract &amp; Contract Data;</li> <li>(d) The priced Schedule of Prices/Bill of quantities (BoQ);</li> <li>(c) The Specifications; and</li> <li>(f) The Drawings</li> </ul>
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 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.

Signature of the Contactor	Signature of the Procuring Agen
(Seal)	(Seal)
Signed, Sealed and Delivered in the present	ce of:
Witness:	Witness:
Name, Title and Address)	(Name, Title and Address)

(Name, Title and Address)

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

# MOBILIZATION ADVANCE GUARANTEE

	Guarantee No
(Letter by the Guarantor to the Procuring Agency)	Executed on
WHEREAS the	
called the Procuring Agency) has entered into a Contrac	(hereinafte
	Ct 101
	<u> </u>
	(Particulars of Contract), with
(hereinafter cal	led the Contractor).
AND WHEREAS the Procuring Agency has agreed a	advance to the Contractor, at
Contractor's request, an amount	e une contractor, a
—) which amount half in	dvanced to as per
provisions of the Contract.	
AND WHEDEAS ALL D.	
AND WHEREAS the Procuring Agency as a k-secure the advance payment for the effort a secure to	e Contractor to furnish Guarantee to bligations under the said Contract.
_44247 11/17	
(hereinafter the carrantor) at the request of the C	(Scheduled Bank) Contractor and in consideration of the
Processing agreeing to make the above advanturn and Guarantee.	ce to the Contractor, has agreed to
o unitarios.	
NOW THEREFORE the Guarantor hereby guarantees advance for the purpose of above were in 1.6	s that the Contractor shall use the
fulfil ment of any of his obligations for which the advan	nd if he fails, and commits default in
shall be liable to the Procuring Agency for payment amount.	not exceeding the aforementioned
	·
Notice in writing of any default, of which the Procuring judge, as aforesaid, on the part of the Contractor, shall be contractor, shall be contractor.	be given by the Procuring Agency to
the Guarantor, and on such first written demand paymer all sums then due under this Guarantee without any reference.	it shall be made by the Guarantor of
any objection.	solve to the Contractor and Without

This Guarantee shall come into force as soon as the advance payment has been credited to the account of the Contractor.

This Guarantee shall expire not later than	
by which date we must have received any claims by registelefax.	tered letter, telegram, telex or
It is understood that you will return this Guarantee to us o total amount to be claimed hereunder.	n expiry or after settlement of the
	Guarantor (Scheduled Bank)
Witness:	. Signature
· · · · · · · · · · · · · · · · · · ·	. Signature
Corporate Secretary (Seal)  2	Titleorate Guarantor (Scal)

# INDENTURE FOR SECURED ADVANCES.

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

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

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

(3) That the said materials detailed in the said Running Account Bill (B) and all other ials on the security of satisfactors.

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

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

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

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

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

Signed, sealed and delivered by\* In the presence of

Seal

1st witness 2<sup>nd</sup> witness

Signed, sealed and delivered by\* In the presence of

Seal

1st Witness 2<sup>nd</sup> witness

## **SPECIFICATIONS**

[Note for Preparing the Specifications]

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

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

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

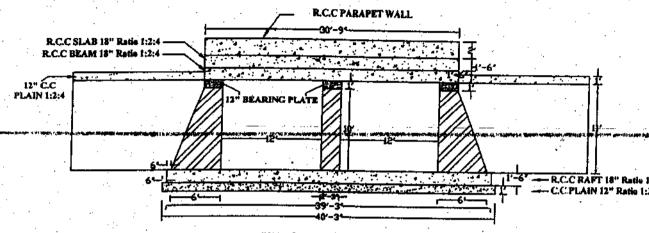
Sample Clause: Equivalency of Standards and Codes

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

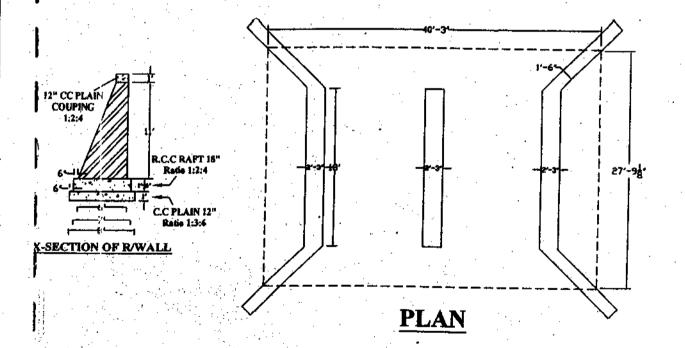
## \*DRAWINGS

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

# CONSTRUCTION OF VILLAGE ROAD BRIDGE ALONG BRANCH DRAIN



# **X-SECTION**



Assistant Executive Engineer
Ghar Drainage Sub-Division
© Larkana

