



IRRIGATION DEPARTMENT

Package No. 04

**Converting NIP Bank of Nara Distry
RD-11 to RD-0 NIP of Khuda Wah
Distry RD-0 to RD-39 Into Extension
of Suprio Bund RD-0 to RD-50 in Rice
Canal Division-2 Mehar @ Khairpur
Nathan Shah.**

BIDDING DOCUMENT

IFB No. ----- Sindh Irrigation Department

April, 2015



**G3 ENGINEERING
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**M/S BM Consulting Engineers
(Pvt) Ltd.**

SINDH IRRIGATION DEPARTMENT

BIDDING DOCUMENT

Procurement of Works
Bidding Document for Procurement of Civil Works for:

Package/Scheme No: 04
Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah
Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in
Rice Canal Division-2 Mehar @ Khairpur Nathan Shah.

(Post Qualification)

Issued on : _____, 2015

NCB No. : NCB---FERP/Irrigation-Sindh

Employer : Sindh Irrigation Department through
Executive Engineer, Rice Canal Division-2 Larkana.

Country : Pakistan (Sindh)

_____, 2015

Bidding Document

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Preface

This Bidding Document has been prepared by Project Director, PMU-Irrigation, FERP, Sindh Irrigation Department (SID) and shall be used for Package/Sceme No 04: Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah.

funded by Government of Sindh under flood emergency reconstruction project (FERP).

This Bidding Document is based on the Standard Bidding Document for "Prccurement of Works, Small Contracts (Single-Stage: Two-Envelope) issued by the Government of Sindh.

Section 1 - Instructions to Bidders

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Section 1 - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Works Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Government of Sindh (hereinafter called "GoS") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the GoS will be made only at the request of the Borrower and upon approval by the GoS in accordance with the terms and conditions of the financing agreement between the Borrower and the GoS (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "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;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of GoS-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to GoS to remedy the situation;
- (d) will sanction a firm or an individual, at any time, in accordance with GoS Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoS-financed or GoS-administered activities or to benefit from an GoS-financed or GoS-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by GoS, requiring bidders, suppliers and contractors to permit GoS or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by GoS.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 22.2, and 56.2 (h).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity – subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (a) all partners shall be jointly and severally liable, and
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 GoS considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under GoS Anticorruption Policy. In pursuance of GoS Anticorruption Policy's requirement that Sindh Irrigation Department (including beneficiaries of GoS-financed activity), as well as bidders, suppliers, and contractors under GoS-financed contracts, observe the highest standard of ethics, GoS will take appropriate actions, which include not financing the

contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an GoS-financed or GoS-supported project while under sanction by GoS pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by GoS, or imposed by GoS pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.

4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a

commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. **Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 - Instructions to Bidders (ITB)
 - Section 2 - Bid Data Sheet (BDS)
 - Section 3 - Evaluation and Qualification Criteria (EQC)
 - Section 4 - Bidding Forms (BDF)
 - Section 5 - Eligible Countries (ELC)
- PART II Requirements**
- Section 6 – Works Requirements (WRQ)
- PART III Conditions of Contract and Contract Forms**
- Section 7 - General Conditions (GCC)
 - Section 8 - Particular Conditions (PCC)
 - Section 9 - Contract Forms (COF)
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in

respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one

- Comprising the Bid** called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
 - (c) alternative bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 16;
 - (g) Any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;
 - (c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (d) Any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 12. Letters of Bid and Schedules**
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Works Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 14.1.
- 14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 15. Currencies of Bid and Payment**
- 15.1 The currency(ies) of the bid and payment shall be as specified in the BDS.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4 (Bidding Forms), in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security**
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, either a Bid Securing Declaration or a bid security as specified in the BDS, in original form. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid Securing Declaration is executed.
- 19.3 The bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee;
 - (b) an irrevocable letter of credit; or
 - (c) a cashier's or certified check;
- all from a reputable bank from an eligible country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Any bid not accompanied by a substantially compliant bid security in accordance with ITB 19.3, or Bid Securing Declaration in accordance with ITB 19.2, if required in accordance with ITB 19.1 shall be rejected

by the Employer as non-responsive.

- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Bid, except as provided in ITB 18.2 or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41;
 - (ii) furnish a performance security in accordance with ITB 42; or
 - (iii) accept corrections of arithmetic errors pursuant to ITB 33; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 41.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

**20. Format and
Signing of Bid**

- 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit two (2) copies of the Bid, as prescribed in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

**21. Sealing and
Marking of Bids**

- 21.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking

are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice.

record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.

- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
- (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Works Requirements) have been met without any material deviation or reservation.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall

return the unopened Price Bid to the Bidder.

**33. Correction of
Arithmetical
Errors**

33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.

**34. Conversion to
Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

**35. Margin of
Preference**

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**36. Evaluation of
Price Bids**

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) adjustment for nonconformities in accordance with ITB 31.3;
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

- 36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).
- 36.5 If the Bid in an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 37. Comparison of Bids** 37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.
- 38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 39. Award Criteria** 39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Notification of Award** 40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.
- 40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in an English language newspaper or well-known and freely accessible website the results identifying the bid and contract numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of

contract award, requests a debriefing.

41. Signing of Contract

- 41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

- 42.1 Within thirty (30) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

Section 2 - Bid Data Sheet

A. Introduction

TB 1.1	The number of the invitation of the bid is: —GoS/IRR/Sindh/FERP
TB 1.1	The Employer is: Sindh Irrigation Department (SID), through Executive Engineer, Rice Canal Division-2 Larkana.
ITB 1.1	<p>The name of the NCB is: National Competitive Bidding (NCB) using Single Stage-Two Envelope procedure for Procurement of Civil Works for "Package No 04: Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah.</p> <p>The identification number of the bidding process is: NCB—FERP/Irrigation-Sindh</p> <p>The number and identification of lots comprising this bidding process is: Not Applicable</p>
ITB 2.1	The Borrower is: Islamic Republic of Pakistan
ITB 2.1	The name of the Project is: Package No. 04 (SID) : Flood Emergency Reconstruction Project (FERP).

B. Bidding Documents

ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Project Director, Flood Emergency Reconstruction Project (FERP) Irrigation</p> <p>Address: E&R Colony DH&R Opposite Saima Plaza Kali Mori.</p> <p>City: Hyderabad</p> <p>ZIP Code:71000</p> <p>Country: Pakistan</p> <p>Telephone: : 022-2111825</p> <p>Facsimile number: 022-_____</p> <p>Requests for clarification should be received by the Employer no later than: 7 (seven) days after the issuance of Press Advertisement.</p>
ITB 7.4	Pre-Bid meeting: Not Applicable

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 11.2 (g)	The Bidder shall submit with its Technical Bid the following additional documents: In the case of the bid submitted by a JV, a JV agreement or letter of intent to enter into a JV including a draft agreement, indicating at least the items or the parts (as the case may be) of the works to be executed by the respective partners.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: Nil
ITB 11.4	Maximum number of partners allowed in JV shall be 4 (four) .
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted for specific parts of the Works.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Local Currency i.e. Pak rupees
ITB 16.1	The bid validity period shall be 90 (ninety) days.
ITB 19.1	The Bidder shall furnish a Bid Security of PKR _____/- or equivalent amounts in a freely convertible currency in favor of "Sindh Irrigation Department (SID), through Executive Engineer, Rice Canal Division-2 Larkana . The bidders shall submit bid security in the form of Bank Guarantee (using the Form included in Section 4 (Bidding Forms)), or insurance company bonds from "AA" reputed company. Bid Security shall be valid for 28 (Twenty Eight) days beyond the validity of the Bid.
ITB 19.2	The ineligibility period will be: Not-Applicable
ITB 20.1	In addition to the original of the bid, the number of copies is: 03 (three)
ITB 20.2	The written confirmation of authorization to sign the bid on behalf of the Bidder shall consist of: Power of Attorney on Judicial stamp paper duly attested by Notary Public; <i>and</i> In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall not have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 22.1	<p>For bid submission purposes only, the Employer's address is: Office of the Chief Engineer Irrigation Sukkur Barrage Right Bank Region Larkana Address: Chief Engineer Irrigation Sukkur Barrage Right Bank Region Larkana. City: Sukkur ZIP Code: _____ Country: Pakistan Telephone: : 022----- Facsimile number: 022-----</p> <p>The deadline for bid submission is: Date: DD/MM/YY Time: 00:00 hrs.</p> <p>No bids shall be accepted after the deadline of the bid submission.</p>
ITB 25.1	<p>The opening of the Technical Bid shall take place at/on Office of the Chief Engineer Irrigation Sukkur Barrage Right Bank Region Larkana Address: Chief Engineer Irrigation Sukkur Barrage Right Bank Region Larkana City: Sukkur ZIP Code: _____ Country: Pakistan Date: DD/MM/YY Time: 00:00 hrs.</p> <p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable</p>

E. Evaluation and Comparison of Bids

ITB 34.1	Not applicable
ITB 35.1	A margin of preference <i>shall not</i> apply.
ITB 41.1	28 days is replaced with 7 days. The bidder shall sign the contract within 7 days of receive of the Contract & return it to Employer
ITB 42.1	<p>The bidder is required to furnish the performance security within 14 days of the receiving of notification of award from the employer. The amount of performance security, as a percentage of the Contract Price for the works, shall be 5 (five) percent of the Contract Price in local currency i.e. PKR in favor of "Sindh Irrigation Department, through Executive Engineer, Rice Canal Division-2 Larkana.</p> <p>The performance security shall be in the form of the Bank Guarantee from a reputable Bank located in the Employer's country as per form included in Section 9 (Contract Forms), or insurance company bond from "AA" Grade Insurance company.</p> <p>Validity of performance security shall extend at least 90 (ninety) days beyond the date of completion of contract to cover defect liability period or maintenance period subject to final acceptance by the Employer.</p>

Section 3 - Evaluation and Qualification Criteria

- Postqualification -

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Work's Requirements).

1.2 Multiple Contracts: Not Applicable

1.3 Completion Time

An alternative Completion Time: : **Not Applicable**

1.4 Technical Alternatives

Technical alternatives: **Not Applicable**

1.5 Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

1.6 Margin of Preference; Not Applicable

2. Qualification

2.1 Eligibility

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.3 SID Eligibility

Not having been declared ineligible by SID, as described in ITB Sub-Clause 4.4.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.4 Government-owned Entity

Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.5 UN Eligibility

Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.2 Pending Litigation

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1
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2.3 Financial Situation

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 (three) years to demonstrate the current soundness of the Bidder's financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of PKR _____ Million calculated as total certified payments received for contracts in progress or completed, within the last 3 (three) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
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2.3.3 Financial Resources

Using the relevant Forms FIN - 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate the capacity to meet the financial requirements of the contract. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his Bid. While a proper analysis of the financial statements submitted by the Bidder is preferred, as a minimum the Bidder must show that his resources, in terms of at least his latest year's working capital and lines of credit, will be adequate to cover his Bid Price and current work.

2.4 Experience

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 (three) years prior to the bid submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

<p>Participation as contractor, management contractor, or subcontractor, in at least 2 (two) contracts within the last 3 (three) years, each with a value of at least PKR ___ Million that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 6 (Works Requirements)</p>	<p>must meet requirement</p>	<p>must meet requirement</p>	<p>not applicable</p>	<p>not applicable</p>	<p>Form EXP - 2(a)</p>
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b) Construction Experience in Key Activities (May be waived for small contracts.)

<p>For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities:</p>	<p>must meet all requirements</p>	<p>must meet all requirements</p>	<p>not applicable</p>	<p>not applicable</p>	<p>Form EXP - 2(b)</p>
<p>18800 sq: feet, Jungle clearance and removing within 100ft.</p> <p>144000 cubic feet, borrow pit excavation undressed lead upto 100 feet ordinary and hard soil.</p> <p>72000 Cubic feet Carriage of 100cft / ton of all materials like stone aggregate, spowal, ccol, lime surkhi etc per day.</p> <p>144000 Cubic feet Earth work compaction (Soft ordinary or hard soil)laying earth in 6" layers leveling dressing and watering for compaction etc complete.</p> <p>72000 cubic feet extra for every 50 ft additional lead of path there of (extra 10 leads =10x10.78=1007.80)</p>					

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager (B.E Civil)	10	7
2	Site Engineer (B.E Civil)	7	5
3	Material Engineer (Geologist)	7	3
4	Quantity Surveyor	5	5
5	Surveyor	5	3

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Required
1	Excavator	6
2	Tractor with front blade and Trolley	8
3	Water Sprinkler	8
4	Level Machine	4
5	Total Station	1
6	Dumpers	16
7	Loaders	4

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms).

Section 4 - Bidding Forms - Postqualification -

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Letter of Technical Bid

Date:

NCB No.: **NCB-04-FERP/Irrigation-Sindh**

Invitation for Bid No.: **04-SID/IRR/Sindh/FERP**

To: **Executive Engineer Rice Canal Division-2 Larkana.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:

"Package No 04: Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah"

Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **90 (ninety)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (c) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries [*insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier*];
- (d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (f) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB4.5; *
- (g) We agree to permit Employer's representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.

Name

In the capacity of

Signed

.....

Duly Authorized to Sign the Bid for and on Behalf of

Date

.....

** Use one of the two options as appropriate*

Letter of Price Bid

Date:

NCB No.: **NCB-04-FERP/Irrigation-Sindh**

Invitation for Bid No.: **04-SID/IRR/Sindh/FERP**

To **Executive Engineer Rice Canal Division-2 Larkana.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
“Package No 04: Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah.”
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
 PKR _____
- (d) The discounts offered and the methodology for their application are:

- (e) Our Bid shall be valid for a period of **90 (ninety)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **

Name of Recipient	Address	Reason	Amount
.....
.....

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit SID or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.
- (k) If awarded the contract, the person named below shall act as Contractor's Representative:

Name

In the capacity of

Signed

.....

Duly Authorized to Sign the Bid for and on Behalf of

Date

.....

**** If none has been paid or is to be paid, indicate "none"**

Bid Security

Bank Guarantee

..... *Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: Sindh Irrigation Department (SID), through Executive Rice Canal Division-2 Larkana.

Date:

Bid Security No.:

We have been informed that **name of the Bidder** (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of .

"Package No 04: Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah."

Executive Engineer, Rice Canal Division-2 Larkana, under Invitation for Bids No. 04-SID/IRR/Sindh/FERP ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we **name of Bank** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of PKR _____ (_____ **Only**) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458..

..... *Bank's seal and authorized signature(s)*

Note. All italicized text is for use in preparing this form and shall be deleted from the final document

Bid Securing Declaration

NOT APPLICABLE

Date: _____

Bid No.:

To:

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or (iii) fail or refuse to accept the arithmetical correction of our Bid in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of _____

Name: _____

I am duly authorized to sign the bid for and on behalf of: ***[insert complete name of Bidder]***

Dated on _____ day of _____, _____

Corporate Seal ***[where appropriate]***

[Redacted] In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Technical Proposal - Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

Form PER – 1: Proposed Personnel

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section 3 (Evaluation and Qualification Criteria).

Form PER - 2: Resume of Proposed Personnel

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Technical Proposal - Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Or if the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Technical Proposal- Site Organization

Technical Proposal - Method Statement

Technical Proposal - Mobilization Schedule

Technical Proposal - Construction Schedule

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution:	
JV Partner's or Subcontractor's legal address in country of constitution:	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 	

Form LIT - Pending Litigation

Each Bidder or member of a JV must fill in this form

<input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in PKR Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

Year	Amount PKR

Average Annual Construction Turnover

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed in Pak Rupees.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

No.	Source of financing	Amount (PKR)
1		
2		
3		

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR /month]
1					
2					
3					
4					
5					

Form EXP – 1: General Construction Experience

Each Bidder or member of a JV must fill in this form

Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up or e (1) form per contract

Contract No. of		Contract Identification	
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount			PKR
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
<p>The production rates (per day of 8 hrs.) for the key Civil Activities are calculated as below as an average for the complete project, assuming that only 75% working days will be available out of a total construction period of 270 calendar days, keeping in view holidays of all types, the climatic and topographic conditions, the social/cultural environment etc.</p> <p>After considering all Lag times of say 15 to 20 working days between the successive activities, the net working days left for each activity range from 200 to 220 days for entire project. Following information is just for the general guidance for the bidder, who should do his own calculations and submit the Construction Schedule accordingly.</p>			
<p>18800 sq: feet, Jungle clearance and removing within 100ft.</p> <p>144000 cubic feet, borrow pit excavation undressed lead upto 100 feet ordinary and hard soil.</p> <p>72000 Cubic feet Carriage of 100cft / ton of all materials like stone aggregate, spawal, cocl, lime surkhi etc per day.</p> <p>144000 Cubic feet Earth work compaction (Soft ordinary or hard soil)laying earth in 6" layers leveling dressing and watering for compaction etc complete.</p> <p>72000 cubic feet extra for every 50 ft additional lead of path there of (extra 10 leads =10x10.78=107.80)</p>			

Schedules

Schedules of Prices

Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
BID PRICE				

NOT APPLICABLE

Tables of Data

Adjustment

Table A - Local Currency

Index Code	Index Description	Source of Index *	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting (coefficient)
	Nonadjustable	—	—	—	a: (by Employer) b: _____ c: _____ d: _____ e: _____
Total					1.00

Table B - Foreign Currency

Name of Currency:

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting (coefficient)
	Nonadjustable	—	—	—		a: (by Employer) b: _____ c: _____ d: _____ e: _____
Total						1.00

NOT APPLICABLE

Bill of Quantities

1. Preamble

- The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
- The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Project Manager and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix in accordance with provisions of the Contract.
- The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract includes all costs of Contractor's plant, labour, supervision, materials, transportation, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- Rate of item showing nil quantity may be quoted by contractor for use .
- A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, 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.
- General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities
- **Carriage of Material for Earth work**

Payment shall be made at the unit price quoted in the bill quantities the unit rate shall include loading of material, carriage to a specified site, unloading and staking
No additional payment shall be made to the contractor for charges like demurrage, wharfage and the toll tax.

BILL OF QUANTITIES

Package No.04: Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah

S#	ITEMS	Unit	Qty	Quoted Rate (Rs/Unit)		Calculated Amount
	Earthwork			(In Figures)	(In Words)	
1.	Jungle clearance and removing within 100ft (a) light, (P-95/4-a)	Sft	3,760,000			
2.	Ploughing 3 times (P-103/41)	Acre	86.00			
3.	Borrow pit excavation undressed lead up to 100ft in ordinary soil. Chapter - 1, page 1 (3a)	Cft	288,149,85			
4.	Earth work compaction (Soft, ordinary and Hard soil) (b) Laying Earth in 6" layers leveling, dressing and watering for compaction etc complete. [Chapter -1, page 3, S.No.13-c-ii]	Cft	288,149,85			
5.	Extra for every 50ft additional lead for part there of (extra 10 leads= $10 \times 10.78 = 1007.80$) (P-2/8a)	Cft	144,074,93			
6.	Carriage of 100 Cft/ 5tons of all material like stone aggregate, spawl, coal, lime, surkhi etc B.G Rail fastening points and crossing bridge girders pipes sheet. Rails M.S bars etc or 1000 Nos. Bricks 10"X5"x3" or 1000 Nos tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by truck or any other means owned by the contractor (2 Mile) . S.I NO.1 P-1	Cft	144,074,93			
					Total Rs.	
					Add 1% Contingency	
					GRAND TOTAL	
					Rupees in Million	

Section 5 - Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

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Scope of Work

Background:

1. Pakistan experienced extensive monsoon rains in July-August 2010, which generated unprecedented flood flows in primary, secondary and other rivers including hill torrents and local nullahs. Rivers Swat, Panjkhora and Kabul experienced historic flood flows, which crossed the historic flood peaks. The floods caused huge damages to private and public infrastructure including irrigation networks and flood protection works across Pakistan. The flood damages to the irrigation and drainage infrastructure are estimated at Rs 23,600 million.

2. In Sindh, four breaches in flood protection embankments, Left Marginal Bund of Guddu Barrage and Tori, MS and PB Bunds, caused main damages. The Tori Bund breach had inundated entire North West Canal command area and damaged much of the infrastructure on its way back to the Indus River.

3. In response to flood damage recovery and reconstruction interventions, Asian Development Bank (ADB) through its emergency loan i.e. 2742/ 2743 (PAK) SF: Flood Emergency Reconstruction Project (FERP), has committed to support the ongoing efforts of the Government of Pakistan (GOP) for reconstruction of irrigation, drainage and flood protection infrastructure in Sindh Province. "Package No: 03. Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah." (the Project) is one of several sub projects being Financed under ADB's FERP Irrigation Sector support.

4. The works to be performed under the Project includes the following items:

S#	ITEMS	Unit	Qty
A	Civil Works		
1	Jungle clearance and removing within 100ft (a) light, (P-95/4-a)	Sft	3,760,000
2	Ploughing 3 times (P-103/41)	Acre	86.00
3	Borrow pit excavation undressed lead up to 100ft in ordinary soil. Chapter -1,page 1 (3a)	Cft	288,149,85
4	Earth work compaction (Soft, ordinary and Hard soil) (b) Laying Earth in 6" layers leveling, dressing and watering for compaction etc complete.[Chapter -1,page 3, S.No.13-c-ii]	Cft	288,149,85
5	Extra for every 50ft additional lead fo part there of (extra 10 leads=10x10.78=1007.80) (P-2/8a)	Cft	144,074,93
6	Carriage of 100 Cft/ 5tons of all material like stone aggregate, spawl , coal , lime , surkhi etc B.G Rail fastening points and crossing bridge girders pipes sheet, Rails M.S bars etc or 1000 Nos. Bricks 10"X5"x3" or 1000 Nos tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by truck or any other means owned by the contractor (2 Mile) . S.I NO.1 P-1	Cft	144,074,93

Specifications

“Package No: 04. Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah.”

1. Preamble

All works to be executed under this Contract within the Right of Way (ROW) shall be carried out in accordance with the specifications of relevant items under PWD's *“Specifications for Execution of Works 1967 (Volume I, Part II)”* except as otherwise specified in these Specifications, BOQs, Drawings or as directed by the Project Manager.

2. Earthworks

2.1 General

Earthworks consists of all necessary works for excavation and placing in embankment or backfill including jungle clearance, removal of existing obstructions within the Right of Way (ROW), excavation, trenches and backfilling, removal of unsuitable material, formation, compaction and dressing the top and the side slopes of the resultant embankment in conformity with the sections shown on the drawings

2.2 Borrow Areas

The fill material shall be obtained from the approved borrow areas after the completion of any tests to confirm the suitability of the material. Source of earth will be managed by the contractor. The Contractor shall propose the borrow area for approval of the Project Manager. The use of the materials shall always be subject to approval of the Project Manager. All the requisite tests shall be carried out at an approved laboratory at the cost of the Contractor from source to site of work.

2.2 Excavation

Excavation work will be done with proper care and technique not to create and disturbance except to meet the design requirement for stone pitching. The excavated material shall be placed near the toe of pitching and after completion of the stone pitching shall be placed over the toe. The equipment and tools etc. will be used as approved by the Project Manager.

2.3 Measurements and Payments

Measurement for the Earthworks shall be made as set out in BoQs and the Specifications or as directed by the Project Manager, completed and accepted.

2.4 Materials Sources:

The contractor shall propose the sources of base filter layer, stone pitching and rock spalls for approval of the Project Manager. The use of the materials shall always be subject to approval of the Project Manager. All the requisite tests will be carried out at an approved laboratory at the cost of the Contractor.

2.5 Placement

The base filter layer shall be placed to a uniform thickness and finished to a reasonably smooth and even surface as shown on the Drawings or as directed by the Project Manager. Before placement of the base filter, the surface over which the base filter is to be placed shall be trimmed to the proper lines and grades and shall be moistened with water and tamped or rolled with suitable tools or equipment for the purpose of forming a firm foundation.

Stone used in the stone pitching shall be hand packed and placed and bedded in such a manner that the completed stone pitching is stable and without tendency to slide. Large open spaces between the stone shall be avoided. Care shall be taken to ensure that all stone is well-bedded on its flattest surface. The stone shall be placed so as not to project above the neat lines shown on the Drawings or as directed by the Project Manager. All interstices in the stone pitching shall be well-filled with rock spalls. The amount of rock spalls used shall not be in excess of that required to fill the voids in the revetment stone.

2.6 Measurements and Payments

Measurement for stone dumping, stone pitching and filter layers shall be made separately in volume as set out in BoQ and Specifications or as directed by the Project Manager, completed and accepted.

Supplementary Information

1. General

- a- Sindh province of Pakistan has a geographical area of 140,914 km² (54,407.2 sq mi). The Province lies between 23° - 29° north latitude (near tropic of cancer) and 67° - 71° east longitude. Sindh is surrounded by land in all directions except there is Arabian Sea in the south west. It is bordered with Rann of Kachh in south, Rajasthan in east, Punjab province in north-east and Baluchistan in north and west. In the extreme west are the barren Kirthar Mountains; to the east is the great Indian desert, partly known as Thar desert. Sindh lies in a tropical to subtropical region; it is hot in the summer and mild to warm in winter. Temperatures frequently rise above 46 °C (115 °F) between May and August, and the minimum average temperature of 2 °C (36 °F) occurs during December and January in the northern and higher elevated regions. The annual rainfall averages about 7", falling mainly during July and August. The southwest monsoon wind begins to blow in mid-February and continues until the end of September, whereas the cool northerly wind blows during the winter months from October to January.
- b- The work site Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah is situated in District Dadu. The nearest town to the site Mohen Jodaro The nearest airport is Mohen Jodaro, 4 hours drive from Hyderabad City.
- c- Geology of the project area comprises alluvial sediments deposited by the River Indus and consists fine to medium sands, silts and clays of Pleistocene and recent epochs over a basement of tertiary rocks. The nature of the soils varies considerably from place to place and there are layers of sand belts (containing sand and sandy silt) and clay belt (containing clay and silt) spread over the area. Textures are closely related to depositional conditions and all mapping is based on geomorphic units. Although, stratification is complex, the majority of soils are within the range of fine sandy loam to silt clay loams being most common. True clays and sands are rare at least in the upper alluvium. All soils contain calcium carbonate and most contain gypsum. Salinity is wide spread but generally ephemeral, with adequate water and drainage, most soils can be reclaimed by simple leaching.

Note: All the above information, including the site map, is just for a general guidance for the bidder and does not relieve him of his own responsibility to confirm independently it's accuracy, and obtain other relevant information

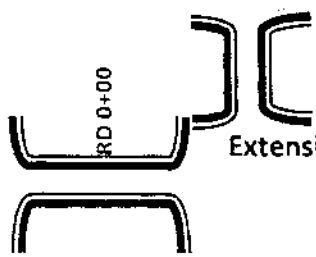
Drawings



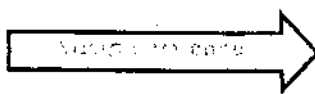
Nara Branch RD
18+00

Assistant Engineer
Mehar Sub-Division

Regulator



RD 0+00



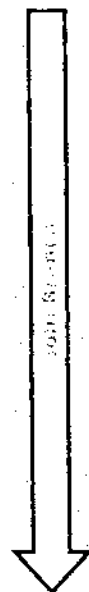
RD 34+300

Extension Suprio Bund along Khuda wah Distry:



RD 12+700

Extension Suprio Bund along Nara Distry:



RD 34+300



Suprio Bund

Sub-Engineer

**L-SECTION OF EXTENSION ALONG SUPRIO BUND
FROM RD 00 TO 32+000**

PROPOSED TOP LEVEL _____
D.H.F.L (2010) _____
GROUND LEVEL _____

PROPOSED TOP LEVEL	TOP WIDTH OF PROPOSED BUND	D.H.F.L (2010)	GROUND LEVEL	DISTANCE IN RD'S
142.54	20.00	135.54	132.52	0+000
142.54	20.00	135.54	128.55	1+000
142.43	20.00	135.43	128.22	2+000
142.43	20.00	135.43	128.22	3+000
142.43	20.00	135.43	128.22	4+000
142.43	20.00	135.43	128.52	5+000
142.43	20.00	135.43	130.42	6+000
142.43	20.00	135.43	130.42	7+000
142.43	20.00	135.43	131.12	8+000
142.43	20.00	135.43	131.12	9+000
142.43	20.00	135.43	131.17	10+000
142.43	20.00	135.43	131.17	11+000
142.43	20.00	135.43	131.17	12+000
142.43	20.00	135.43	131.17	13+000
142.39	20.00	135.39	130.54	14+000
142.37	20.00	135.37	127.03	15+000
142.32	20.00	135.32	127.03	16+000
142.32	20.00	135.32	127.03	17+000
142.29	20.00	135.29	128.33	18+000
142.24	20.00	135.24	128.33	19+000
142.17	20.00	135.17	128.36	20+000
142.17	20.00	135.17	128.03	21+000
142.14	20.00	135.14	128.95	22+000
142.14	20.00	135.14	128.52	23+000
142.12	20.00	135.12	128.14	24+000
142.12	20.00	135.12	128.61	25+000
142.12	20.00	135.12	128.61	26+000
142.12	20.00	135.12	128.61	27+000
142.10	20.00	135.10	130.08	28+000
142.10	20.00	135.10	130.08	29+000
142.10	20.00	135.10	130.08	30+000
142.10	20.00	135.10	129.70	31+000
142.10	20.00	135.10	129.70	32+000
142.07	20.00	135.07	130.70	33+000
142.05	20.00	135.05	128.49	34+000
142.05	20.00	135.05	128.49	35+000
142.02	20.00	135.02	128.76	36+000
142.02	20.00	135.02	128.76	37+000
142.00	20.00	135.00	128.77	38+000
141.97	20.00	134.97	127.75	39+000
141.95	20.00	134.95	129.32	40+000
141.92	20.00	134.92	128.54	41+000
141.90	20.00	134.90	127.16	42+000
141.87	20.00	134.87	126.33	43+000
141.85	20.00	134.85	121.67	44+000
141.85	20.00	134.85	121.67	45+000
141.85	20.00	134.85	121.67	46+000
141.85	20.00	134.85	121.67	47+000
141.85	20.00	134.85	121.67	48+000

LEGEND:-
 Existing Line _____
 Proposed Line _____
 D.H.F.L (2010) _____

Note: All dimensions are in feet
 SCALE: H/V - 4000's 1"

Sub Engineer

Assistant Exec: Engineer
Mettar Sub-Division.

Executive Engineer
Brach Canal Division
Mettar @ KN Shah

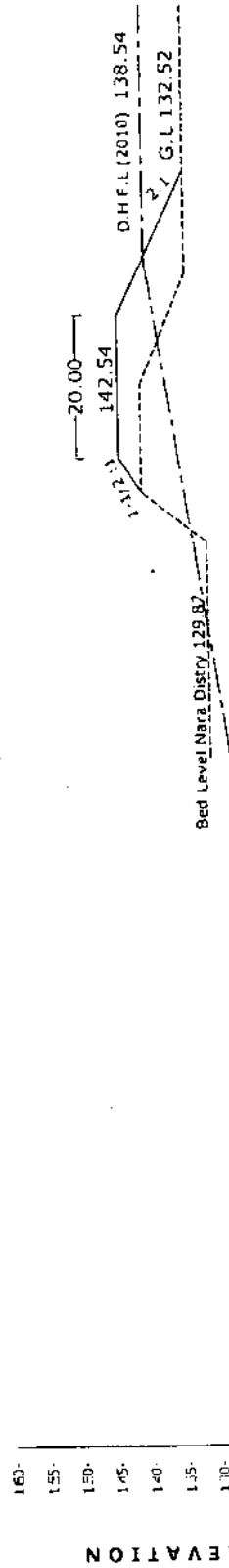
Drawn By: Engineer
Approved: Engineer

X-SECTION OF EXTENSION ALONG SUPRIO BUND @ R.D 0+000

Fill Area (sft) = 186.32



SCALE: H/V 25'=1"



ELEVATION	16-	15-	15.0-	14.5-	14.0-	13.5-	13.0-	12.5-	12.0-	11.5-	11.0-
FILLING											
PROPOSED RLS											
EXISTING RLS											
DISTANCE											

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 1:6
- Note: All dimensions are in feet

[Signature]
Sub Engineer

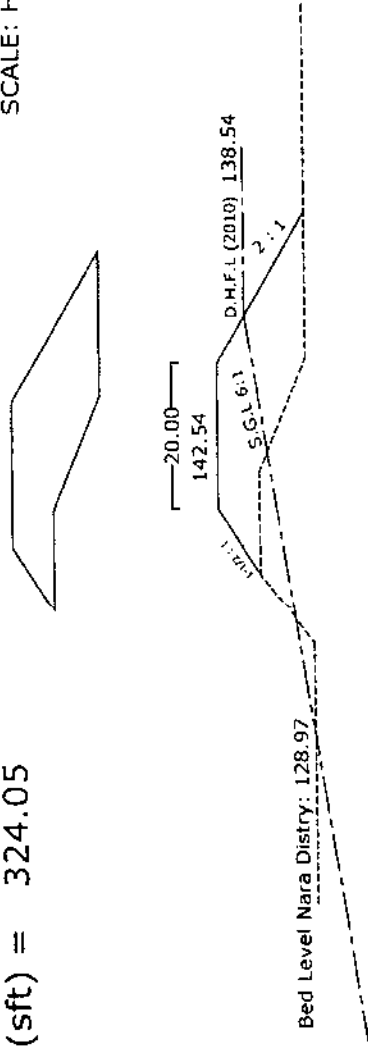
[Signature]
Assistant Executive Engineer
Mehar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 1+000**

Fill Area (sft) = 324.05

SCALE: H/V 25'=1"



PROPOSED.	PROPOSED RLS	129.85	142.54	20.56	129.85	19.88	0.00
	DISTANCE	0.00	40.56	142.54	136.59	35.49	129.85
EXISTING.	EXISTING RLS	128.97	136.59	49.49	136.59	59.00	129.85
	DISTANCE	0.00	49.49	136.59	129.85	129.85	129.85

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

[Signature]
 Sub Engineer

[Signature]
 Assistant Executive Engineer
 Mehar Sub Division

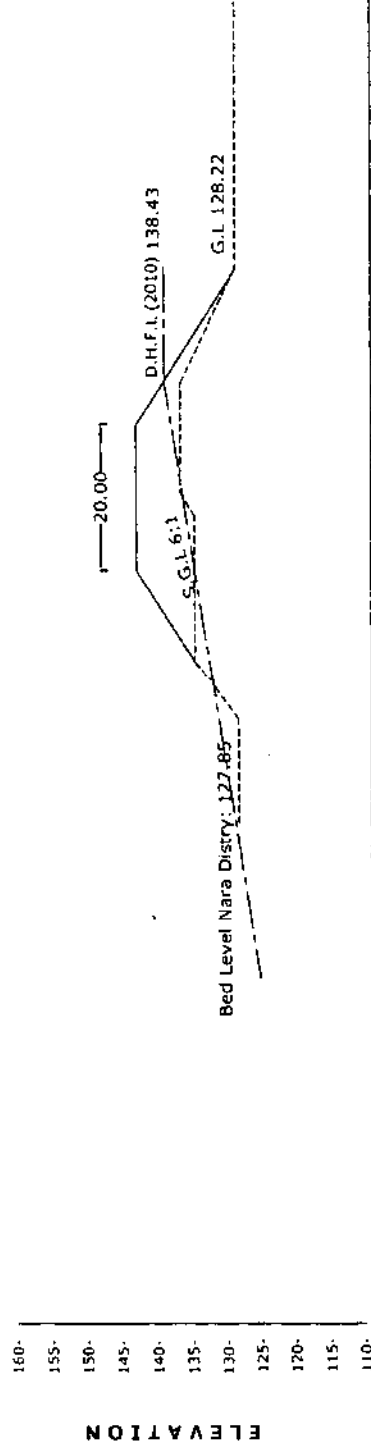
[Signature]
 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D. 2+000

SCALE: H/V 25'=1"

Fill Area (sft) = 239.73



PROPOSED.	PROPOSED RLS	128.22	0.00	142.43	21.50	142.43	134.12	53.96	134.12	41.50	142.43	134.12	33.97	134.12	30.86	136.15	15.86	136.15	128.22	0.00
	DISTANCE																			
	EXISTING RLS																			
	DISTANCE																			

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L. 6:1
- Note: All dimensions are in feet

[Signature]
Sub Engineer

[Signature]
Assistant Executive Engineer
Mehar Sub Division

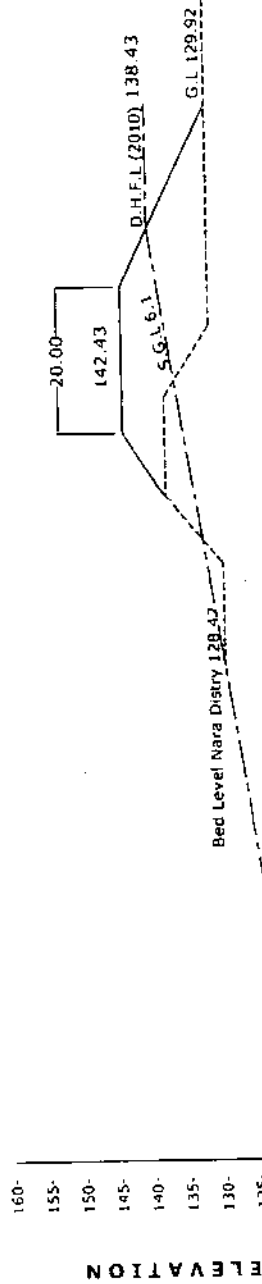
[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 4+000

SCALE: H/V 25'=1"

Fill Area (sft) = 369.65



PROPOSED.	PROPOSED RLS	DISTANCE	EXISTING RLS	DISTANCE
	129.92	142.43	129.92	0.00
	0.00	25.02	129.92	129.92
	129.92	142.43	136.42	136.42
	0.00	45.02	136.42	136.42
	129.92	54.03	136.42	136.42
	0.00	62.97	128.47	128.47

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6.1
- Note: All dimensions are in feet

Sub Engineer

Assistant Executive Engineer
Mehar Sub Division

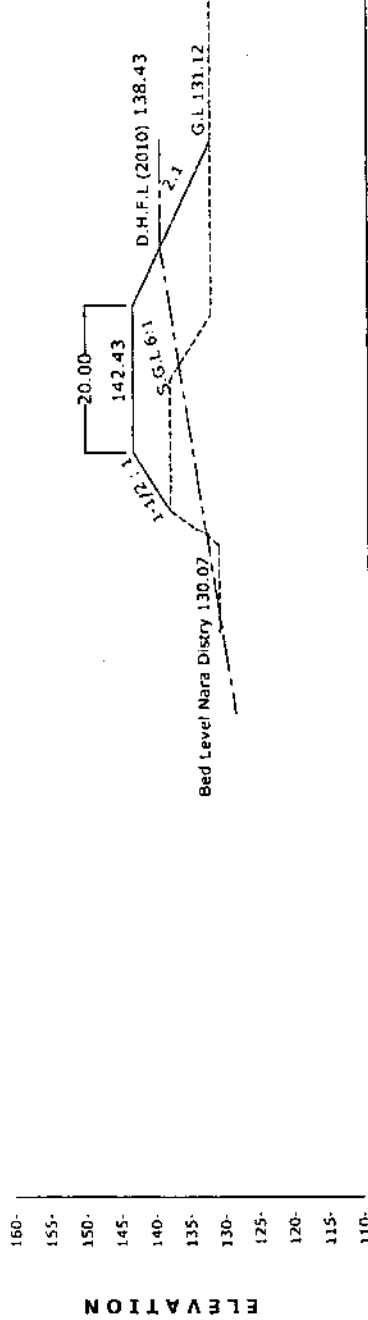
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 5+000

SCALE: H/V 25'=1"

Fill Area (sft) = 289.85



	PROPOSED RLS	EXISTING RLS	DISTANCE	DISTANCE
PROPOSED.	131.12	131.12	0.00	131.12
EXISTING.	130.07	137.07	50.66	137.07
	55.68	32.66	23.74	142.43
	137.07	137.07	42.62	137.07
	131.12	131.12	22.62	142.43
	0.00	131.12	0.00	131.12

LEGEND:-

- Existing Line
- Proposed line
- S.G.L 6:1
- Note: All dimensions are in feet

Sub Engineer

Assistant Executive Engineer
Mehar Sub Division

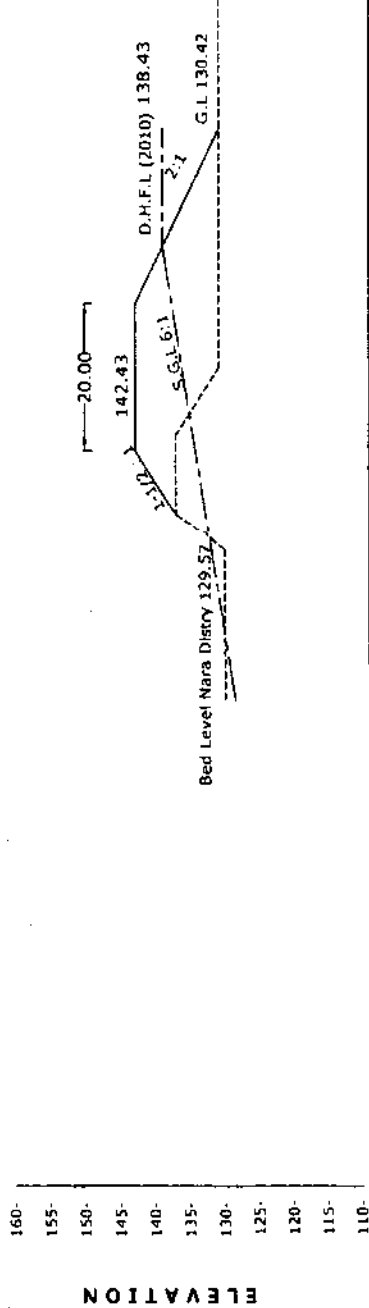
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 6+000

SCALE: H/V 25'=1"

Fill Area (sft) = 289.85



	PROPOSED RLS	142.43	142.43	24.03	130.42
PROPOSED.	DISTANCE	52.82	44.03	136.57	0.00
EXISTING.	EXISTING RLS	129.57	136.57	130.42	130.42
	DISTANCE	57.77	41.82	32.59	0.00

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6:1
- Note: All dimensions are in feet

Sub Engineer

Assistant Executive Engineer
Mehar Sub Division

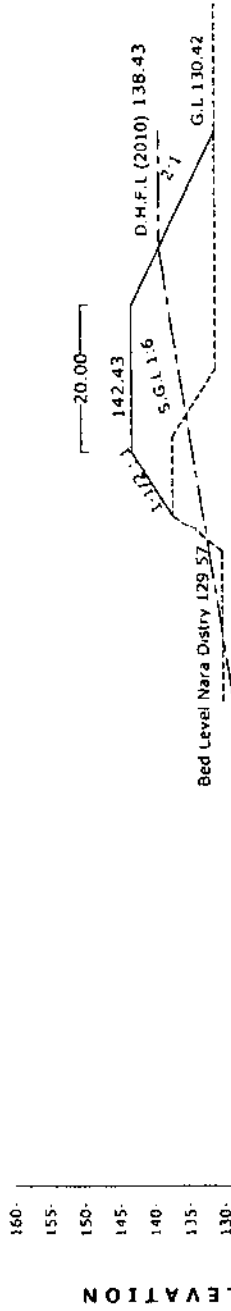
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 7+000

SCALE: H/V 25'=1"

Fill Area (sft) = 368.27



	PROPOSED RLS	142.43	142.43	24.03	130.42	0.00
PROPOSED.	DISTANCE	136.57	142.43	130.42	130.42	130.42
EXISTING.	DISTANCE	129.57	136.57	136.57	130.42	0.00

LEGEND:-

Existing Line Existing Line
 Proposed Line Proposed Line
 S.G.L 6:1 S.G.L 6:1
 Note: All dimensions are in feet

Sub Engineer

Assistant Executive Engineer
 Mehar Sub Division

Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

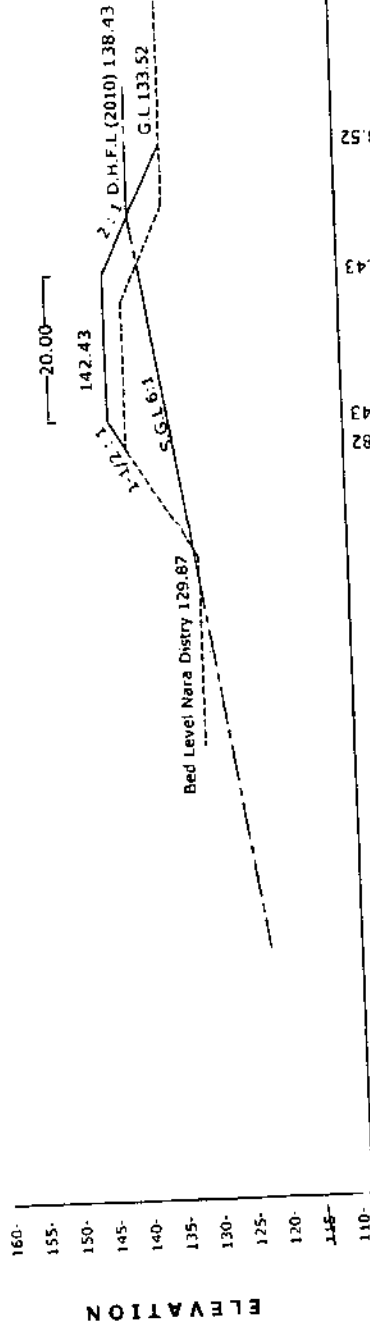
X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 11+000

SCALE: H/V 25'=1"



Fill Area (sft) = 119.34



	PROPOSED R/Ls	DISTANCE	EXISTING R/Ls	DISTANCE
PROPOSED.	0.00	133.52	8.40	133.52
	17.81	142.43	21.73	139.82
	37.81	142.43	41.73	139.82
	41.73	139.82	56.76	130.07
EXISTING.				

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

Sub Engineer

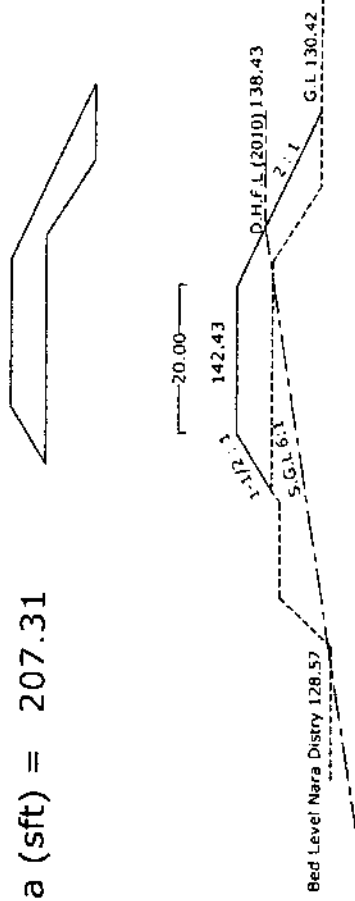
Assistant Executive Engineer
Mehar Sub Division

Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 12+000**

SCALE: H/V 25'=1"

Fill Area (sft) = 207.31



160-	
155	
150-	
145-	
140	
135-	
130-	
125-	
120-	
115-	
110-	

PROPOSED,	PROPOSED RLS	137.32	142.43	142.43	130.42
	DISTANCE	51.69	44.02	24.02	0.00
EXISTING,	EXISTING RLS	136.09	137.32	137.32	130.42
	DISTANCE	72.89	66.24	20.69	10.34

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

[Signature]
 Sub Engineer

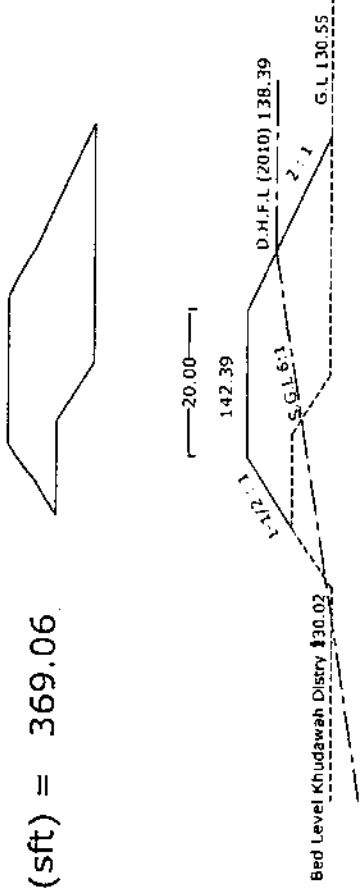
[Signature]
 Assistant Executive Engineer
 Mehar Sub Division

[Signature]
 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 13+000

SCALE: H/V 25' = 1"

Fill Area (sft) = 369.06



PROPOSED.	PROPOSED RLS	130.55	142.39	142.39	135.92	53.39	135.92	61.47	130.02
	DISTANCE	0.00	23.68	43.68	53.39	135.92	135.92	130.02	
EXISTING.	EXISTING RLS	130.55	130.55	135.92	135.92	135.92	135.92	130.02	
	DISTANCE	0.00	32.33	40.39	53.39	135.92	135.92	130.02	

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6:1
- Note: All dimensions are in feet

[Signature]
Sub Engineer

[Signature]
Assistant Executive Engineer
Mehar Sub Division

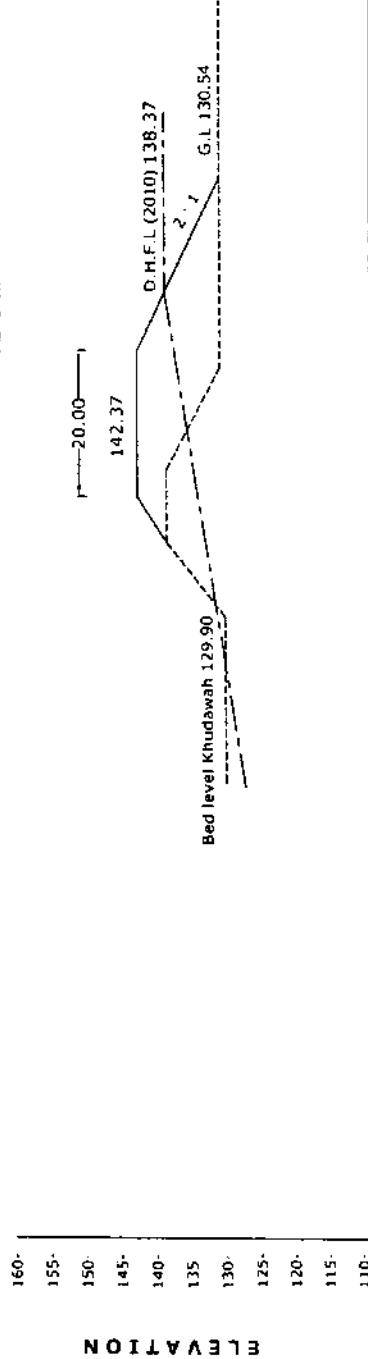
[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 14+000

SCALE: H/V 25'=1"

Fill Area (sft) = 306.98



	PROPOSED RLS	138.19	142.37	142.37	130.54
PROPOSED,	DISTANCE	49.93	43.66	23.66	0.00
EXISTING,	EXISTING RLS	129.90	138.19	130.54	130.54
	DISTANCE	60.10	39.93	25.78	0.00

LEGEND:-

Existing Line
Proposed Line
S.G.L 6:1
Note: All dimensions are in feet

[Signature]
Sub Engineer

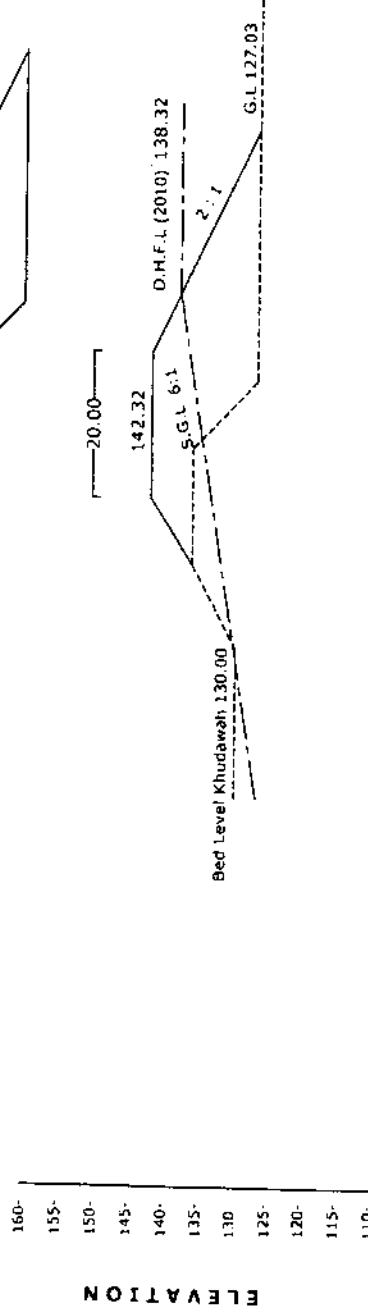
[Signature]
Assistant Executive Engineer
Mehar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 16+000**

SCALE: H/V 25'=1"

Fill Area (sft) = 459.97



PROPOSED.	PROPOSED RLS	DISTANCE	EXISTING RLS	DISTANCE
		136.28	136.28	70.91
		59.64	136.28	59.64
		142.32	50.58	136.28
		142.32	43.64	127.03
		30.58	127.03	34.39
		127.03	0.00	127.03
		0.00	127.03	0.00

LEGEND:-

Existing Line
Proposed Line
S.G.L 6:1
Note: All dimensions are in feet

[Signature]
Sub Engineer

[Signature]
Assistant Executive Engineer
Mehar Sub Division

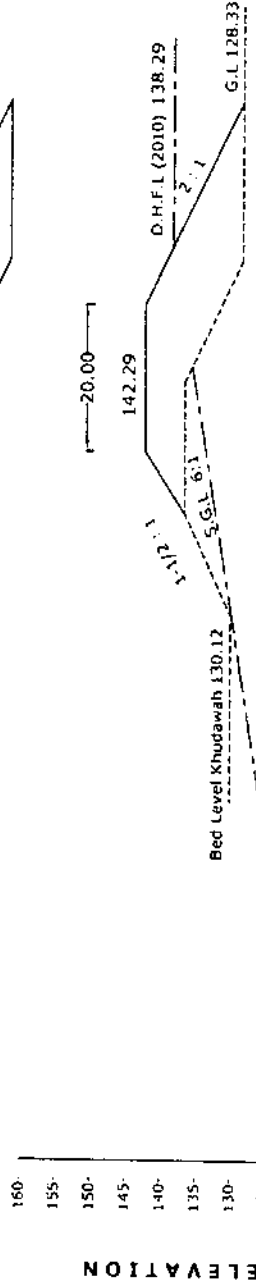
[Signature]
Executive Engineer
Rjes Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 17+000

SCALE: H/V 25' = 1"

Fill Area (sft) = 350.20



	PROPOSED RLS	128.33	142.29	142.29	128.33	0.00	128.33
PROPOSED.	DISTANCE						
EXISTING.	EXISTING RLS	130.12	136.63	136.63	128.33	0.00	128.33
	DISTANCE	69.94	56.41	47.92	21.81	0.00	128.33

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6.1
 Note: All dimensions are in feet

Sub Engineer

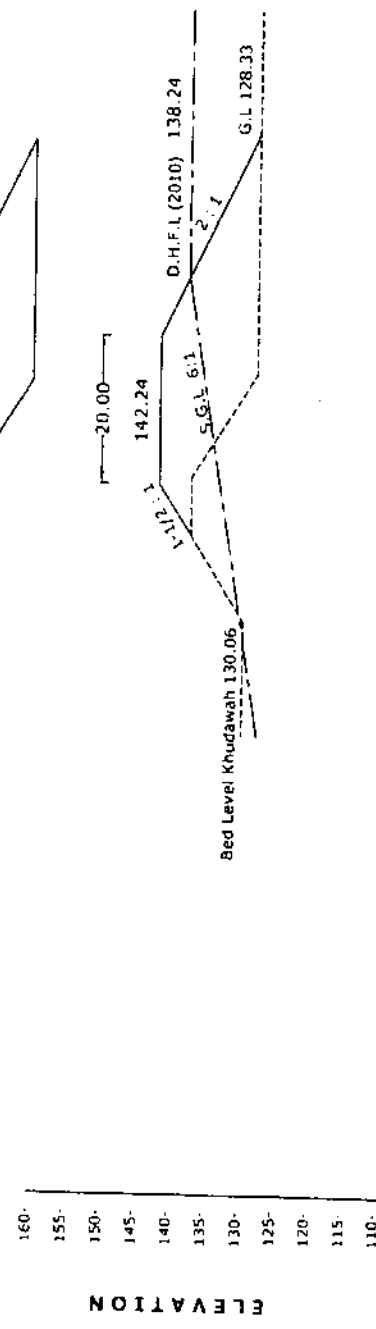
Assistant Executive Engineer
Mehar Sub Division

Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 18+000**

SCALE: H/V 25'=1"

Fill Area (sft) = 412.67



PROPOSED.	PROPOSED RLs	137.63	142.24	142.24	27.82	128.33	128.33
	DISTANCE	54.74	47.82	137.63	46.74	32.79	0.00
EXISTING.	EXISTING RLs	130.06	137.63	137.63	128.33	128.33	128.33
	DISTANCE	66.40	54.74	137.63	46.74	32.79	0.00

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

[Signature]
 Sub Engineer

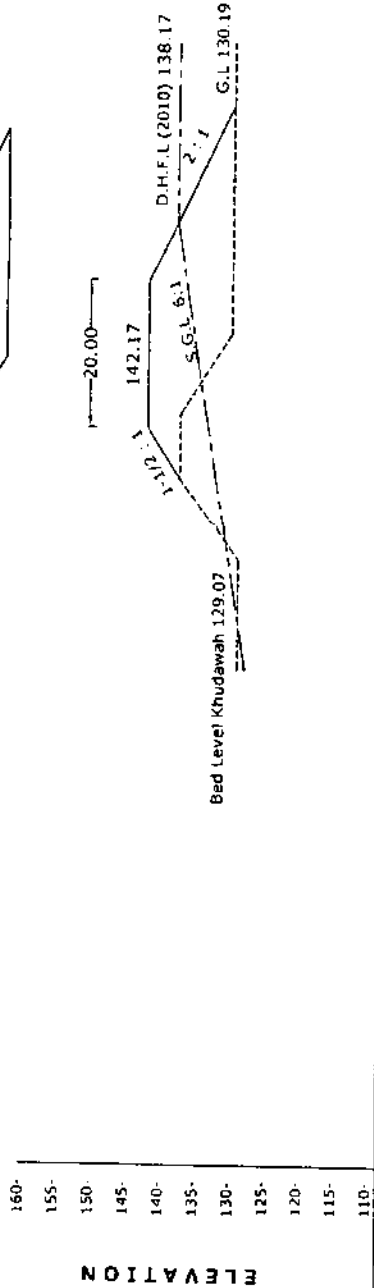
Assistant Executive Engineer
 Mehar Sub Division

Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 19+000**

SCALE: H/V 25'=1"

Fill Area (sft) = 345.09



PROPOSED.	PROPOSED RLs	130.19	142.17	142.17	137.49	137.49	129.07
	DISTANCE	0.00	23.96	43.96	50.98	50.98	61.94
EXISTING.	EXISTING RLs	130.19	130.19	137.49	137.49	137.49	130.19
	DISTANCE	0.00	31.03	41.98	50.98	50.98	61.94

LEGEND:
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

[Signature]
 Sub Engineer

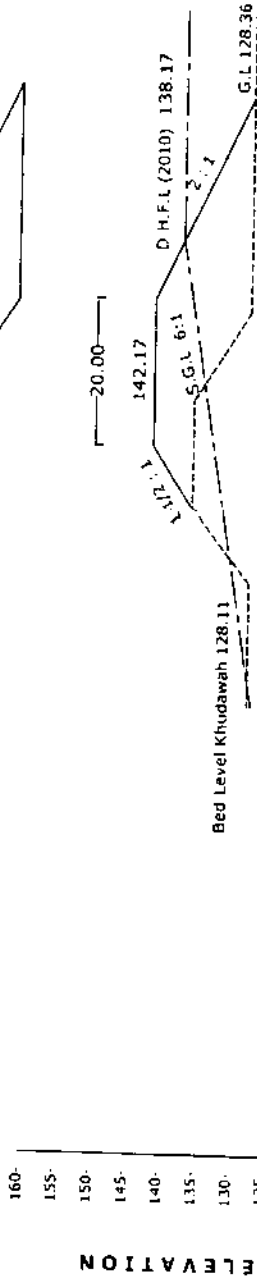
[Signature]
 Assistant Executive Engineer
 Mehar Sub Division

[Signature]
 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 20+000**

SCALE: H/V 25' = 1"

Fill Area (sft) = 392.00



PROPOSED.	PROPOSED RLS	128.36	142.17	128.36	0.00
	DISTANCE		27.62		
EXISTING.	EXISTING RLS	128.11	136.41	136.41	128.36
	DISTANCE		47.52	41.26	29.19

LEGEND:

Existing Line
Proposed Line
S.G.L 6:1
Note: All dimensions are in feet

[Signature]
Sub Engineer

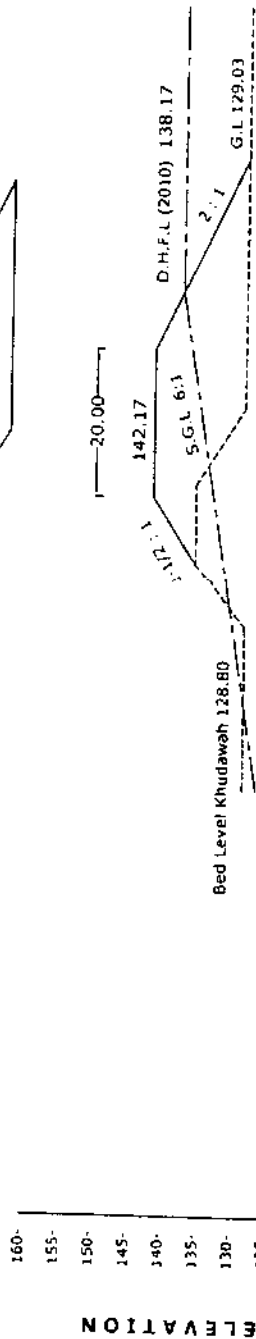
[Signature]
Assistant Executive Engineer
Mehtar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehtar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 21+000

SCALE: H/V 25'=1"

Fill Area (sft) = 415.06



	PROPOSED RLS	129.03	142.17	142.17	26.28	129.03	0.00	129.03
PROPOSED.	DISTANCE							
EXISTING.	EXISTING RLS	128.80	136.01	136.01	46.28	129.03	129.03	129.03
	DISTANCE							

LEGEND:-

- Existing Line
 - Proposed Line
 - S G.L 6:1
- Note: All dimensions are in feet

Sub Engineer

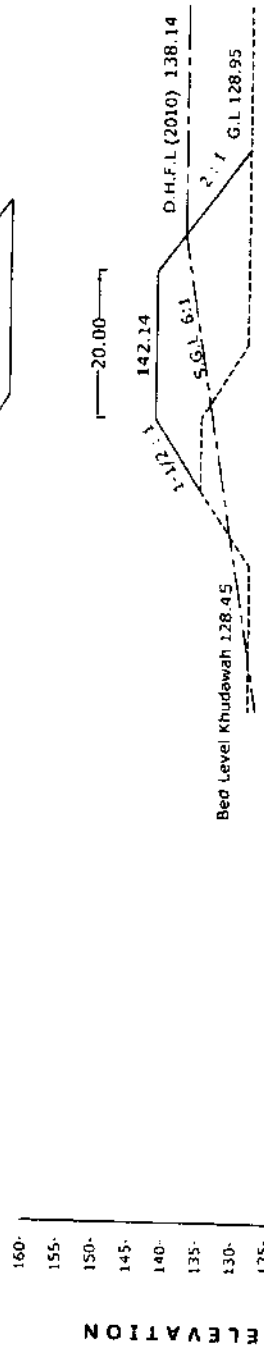
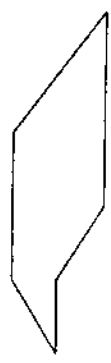
Assistant Executive Engineer
Mehar Sub Division

Executive Engineer
Rice-Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 22+000**

SCALE: H/V 25'=1"

Fill Area (sft) = 370.47



PROPOSED.	PROPOSED RLS	0.00	128.95	142.14	128.95
	DISTANCE	16.51	142.14	36.61	142.14
EXISTING.	EXISTING RLS	0.00	128.95	26.38	128.95
	DISTANCE	46.39	135.62	56.40	128.45

LEGEND:-

Existing Line
Proposed Line
S.G.L. 6:1
Note: All dimensions are in feet

[Signature]
Sub Engineer

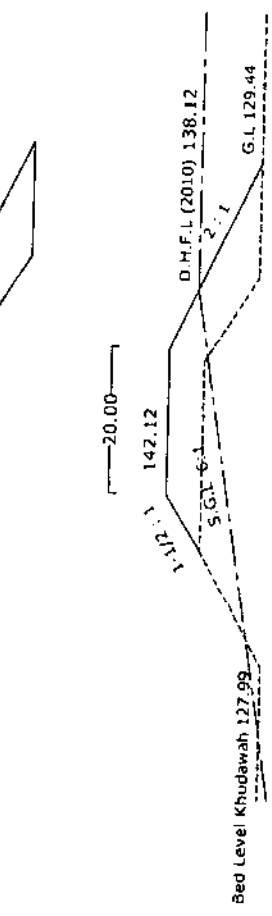
[Signature]
Assistant Executive Engineer
Mehar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D. 24+000**

SCALE: H/V 25' = 1"

Fill Area (sft) = 249.24



160-	ELEVATION
155-	
150-	
145-	
140-	
135-	
130-	
125-	
120-	
115-	
110-	

PROPOSED.	PROPOSED RLS	129.44	142.12	25.36	137.07	15.49	129.44	0.00	129.44
	DISTANCE		142.12	45.36	137.07	52.94	127.99	68.63	127.99
EXISTING.	EXISTING RLS								
	DISTANCE								

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L. 6.1
- Note: All dimensions are in feet

[Signature]
Sub Engineer

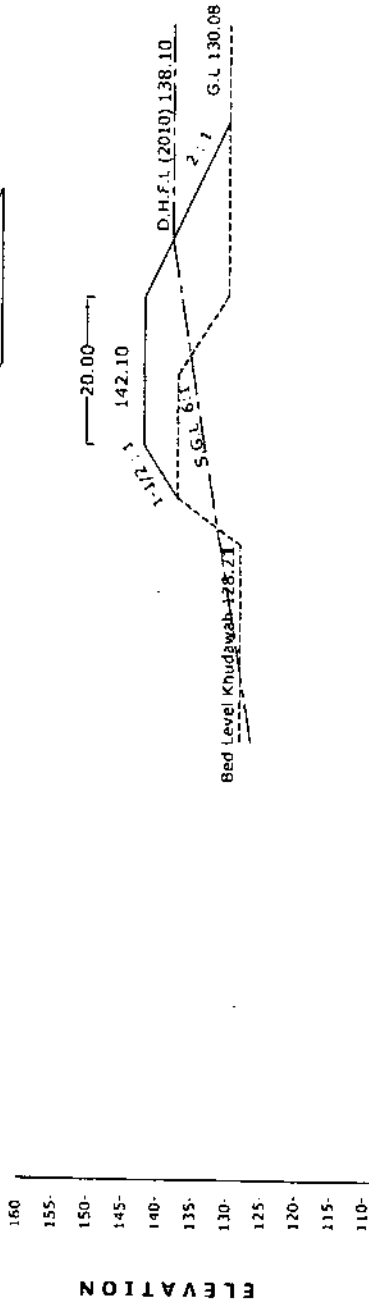
Assistant Executive Engineer
Mehar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 30+000**

SCALE: H/V 25' = 1"

Fill Area (sft) = 294.70



PROPOSED.	PROPOSED RLS	130.08	142.10	142.10	137.23	130.08
	DISTANCE	0.00	24.03	44.03	51.33	130.08
EXISTING.	EXISTING RLS	130.08	137.23	137.23	128.21	0.00
	DISTANCE	0.00	23.60	34.33	57.85	130.08

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6.1
- Note: All dimensions are in feet

[Signature]
Sub Engineer

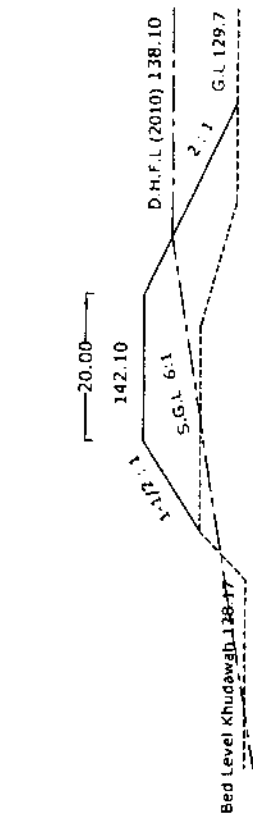
[Signature]
Assistant Executive Engineer
Mehar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 31+000

SCALE: H/V 25'=1"

Fill Area (sft) = 365.93



ELEVATION

160.
155-
150-
145-
140-
135-
130-
125-
120-
115-
110-

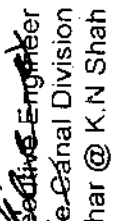
	PROPOSED RLS	129.70	0.00	129.70	13.47	129.70	26.50	142.95	46.50	142.95	58.73	134.80	65.32	128.17	58.73	134.80	129.70	134.80	30.73	134.80	129.70	13.47	129.70	0.00	129.70
PROPOSED.	DISTANCE																								
	EXISTING RLS																								
EXISTING.	DISTANCE																								

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6:1
- Note: All dimensions are in feet


 Sub Engineer

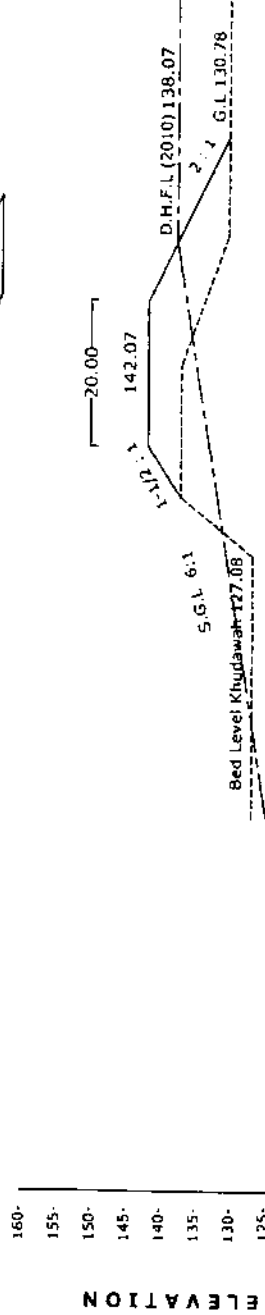
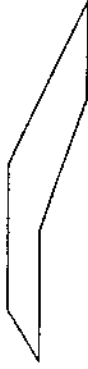

 Assistant Executive Engineer
 Mehar Sub Division


 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 33+000**

SCALE: H/V 25' = 1"

Fill Area (sft) = 236.01



PROPOSED.	PROPOSED RLS	130.78	142.07	130.78	0.00
	DISTANCE	0.00	22.58	13.50	130.78
EXISTING.	EXISTING RLS	127.08	137.43	137.43	130.78
	DISTANCE	57.50	49.54	42.58	142.07

LEGEND:-

- Existing Line
 - Proposed Line
 - S.G.L 6:1
- Note: All dimensions are in feet

[Signature]
Sub Engineer

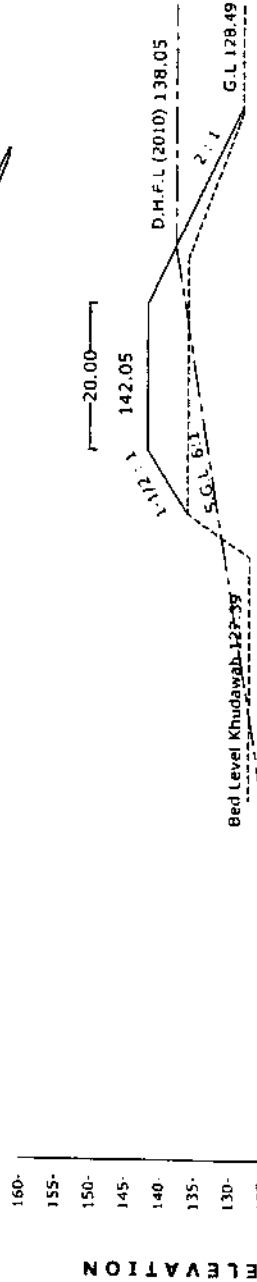
[Signature]
Assistant Executive Engineer
Mehar Sub Division

[Signature]
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D. 34+000

SCALE: H/V 25'=1"

Fill Area (sft) = 199.39



PROPOSED.	PROPOSED RLs		DISTANCE				
		0.00	27.11	142.05	136.24	55.34	128.49
EXISTING.	EXISTING RLs		DISTANCE				
		0.95	20.82	136.24	127.39	61.64	128.49

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L. 6:1
 Note: All dimensions are in feet

Sub Engineer

Assistant Executive Engineer
Mehar Sub Division

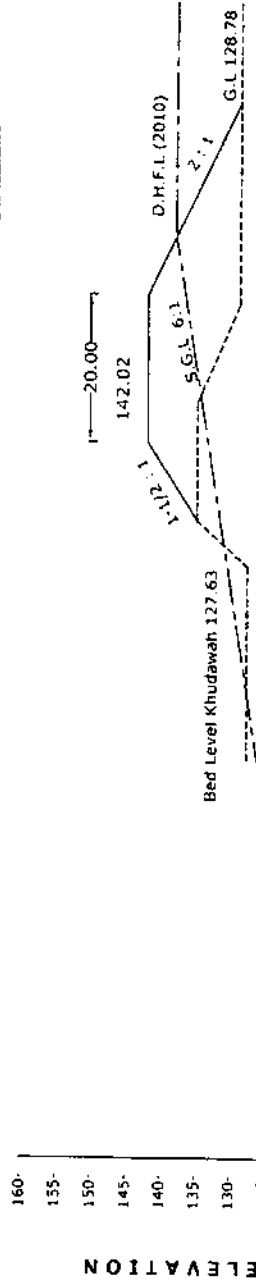
Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 37+000

SCALE: H/V 25'=1"

Fill Area (sft) = 404.35



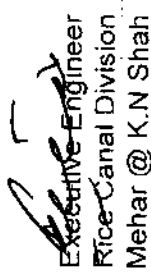
	PROPOSED RLS	128.78		142.02		142.02		134.91		134.91
PROPOSED.	DISTANCE	0.00	26.48	128.78	27.77	128.78	46.48	134.91	57.15	127.63
EXISTING.	EXISTING RLS	128.78	134.91	134.91	134.91	134.91	134.91	134.91	134.91	134.91
	DISTANCE	0.00	41.15	57.15	63.37	127.63	127.63	127.63	127.63	127.63

LEGEND:-

Existing Line
Proposed Line
S.G.L 6:1
Note: All dimensions are in feet


Sub Engineer

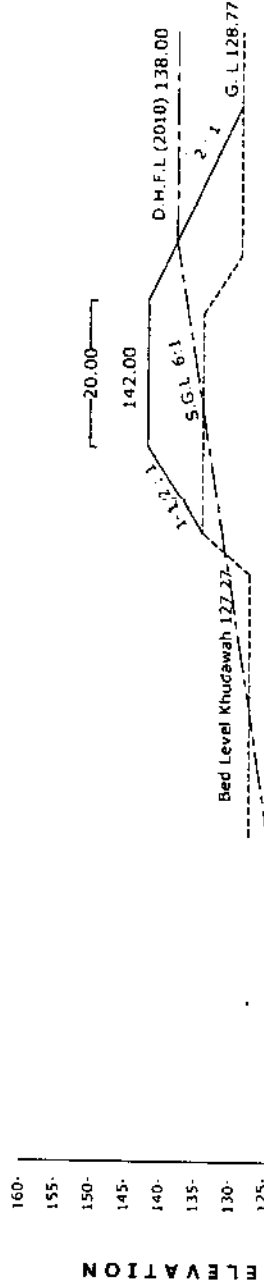

Assistant Executive Engineer
Mehar Sub Division


Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 38+000

SCALE: H/V 25'=1"

Fill Area (sft) = 366.64



PROPOSED.	PROPOSED RLs	128.77	0.00	142.00	142.00	134.17	58.42	134.17	58.42	127.27	64.11	134.17	58.42	134.17	26.80	134.17	28.42	134.17	20.32	128.77	128.77	0.00	128.77		
	DISTANCE																								
	EXISTING RLs																								
	DISTANCE																								

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6.1
- Note: All dimensions are in feet

Sub Engineer

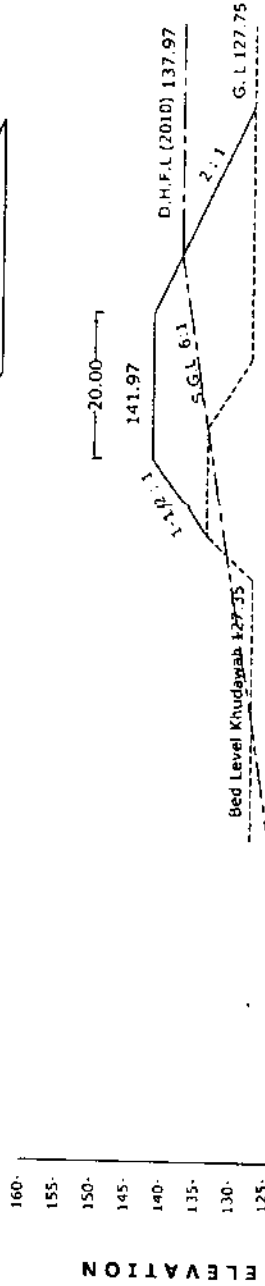
Assistant Executive Engineer
Mahar Sub Division

Executive Engineer
Rice Canal Division
Mahar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 39+000

SCALE: H/V 25'=1"

Fill Area (sft) = 470.65



	PROPOSED RLS		141.97	141.97	127.75
PROPOSED.	DISTANCE	EXISTING RLS	DISTANCE	EXISTING RLS	DISTANCE
	28.44	127.75	43.90	134.00	0.00
EXISTING.	48.44	134.00	58.90	134.00	127.75
	141.97	127.35	64.82	127.35	127.75

LEGEND:-

Existing Line
Proposed Line
S.G.L 6:1
Note: All dimensions are in feet

Sub Engineer

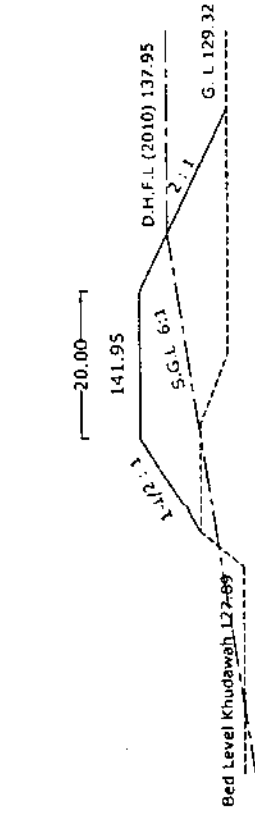
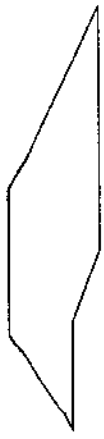
Assistant Executive Engineer
Mehar Sub Division

Executive Engineer
Rice-Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 40+000**

SCALE: H/W 25'=1"

Fill Area (sft) = 440.19



PROPOSED.	PROPOSED RLS	133.32	141.95	141.95	129.32
	DISTANCE	58.21	45.26	25.26	0.00
EXISTING.	EXISTING RLS	127.22	133.32	133.32	129.32
	DISTANCE	62.78	58.21	43.21	33.48

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet.

[Signature]
 Sub Engineer

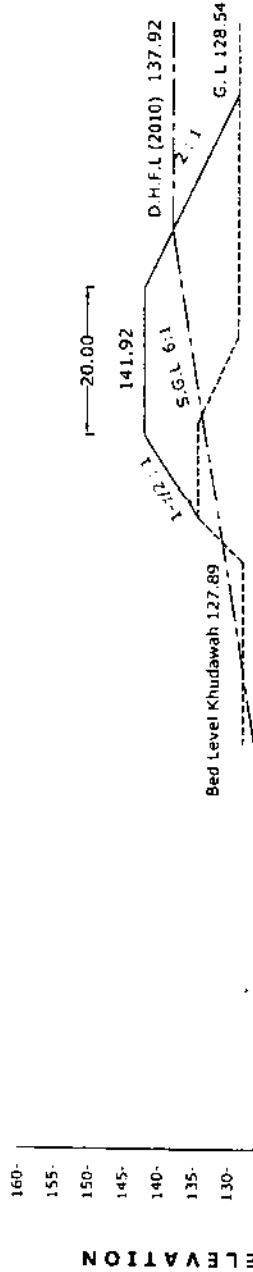
[Signature]
 Assistant Executive Engineer
 Mehar Sub Division

[Signature]
 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 41+000

SCALE: H/V 25'=1"

Fill Area (sft) = 445.66



	PROPOSED RLS		141.92		128.54	
PROPOSED.		DISTANCE		0.00		
			46.76		128.54	
			141.92		128.54	
			58.13		134.34	
			134.34		127.89	
EXISTING.			58.13		134.34	
			45.13		134.34	
			33.17		128.54	
			0.00		128.54	
			128.54		128.54	

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

Sub Engineer

Assistant Executive Engineer
Mehar Sub Division

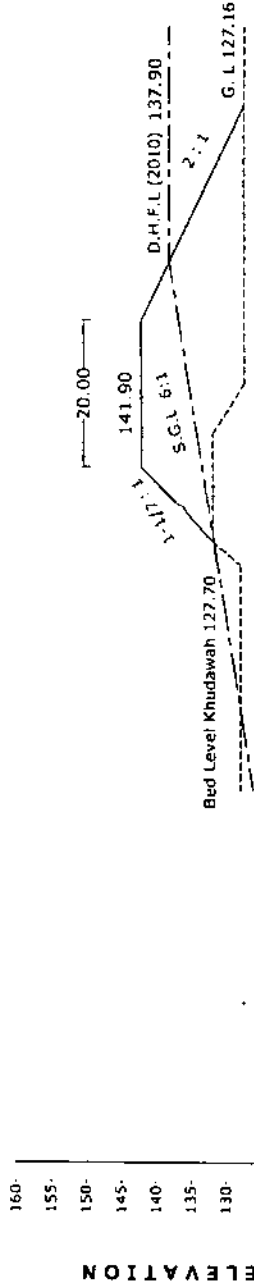
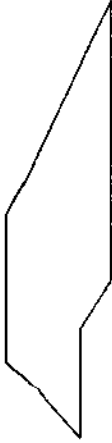
Executive Engineer
Rice-Canal Division
Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 42+000

SCALE: H/V 25'=1"

Fill Area (sft) = 528.00



	PROPOSED RLS	127.16	141.90	141.90	131.66	127.16
PROPOSED.						
DISTANCE		0.00	29.48	49.48	59.74	127.16
EXISTING RLS		127.16	127.16	131.66	131.66	127.16
DISTANCE		0.00	37.99	44.74	59.74	62.89

LEGEND:-

- Existing Line
- Proposed Line
- S.G.L 6:1
- Note: All dimensions are in feet

Sub Engineer

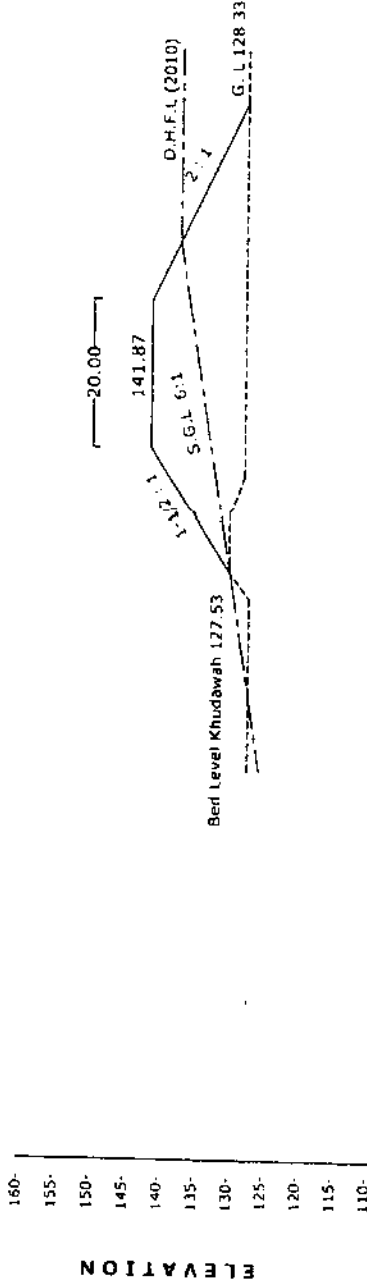
Assistant Executive Engineer
 Mehar Sub Division

Executive Engineer
 Rice-Canal Division
 Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 43+000**

SCALE: H/V 25'=1"

Fill Area (sft) = 565.97



PROPOSED.	PROPOSED RLS	128.33	141.87	141.87	27.08	128.33	0.00
	DISTANCE						
EXISTING.	EXISTING RLS	127.53	130.43	130.43	56.24	128.33	128.33
	DISTANCE						

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

[Signature]
 Sub Engineer

[Signature]
 Assistant Executive Engineer
 Mehar Sub Division

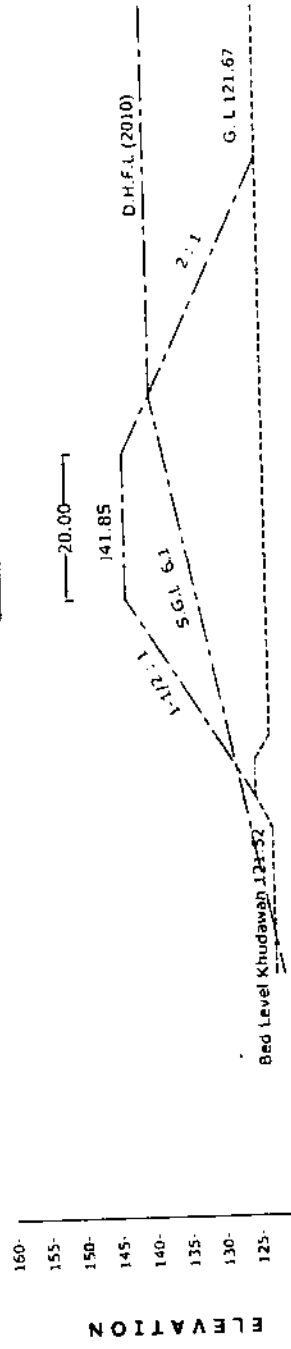
[Signature]
 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND

@ R.D 44+000

SCALE: H/V 25' = 1"

Fill Area (sft) = 1098.00



	PROPOSED RLS					
PROPOSED.						
DISTANCE		40.36	141.85	60.36	141.85	121.67
EXISTING RLS		121.67	123.87	123.87	121.67	0.00
DISTANCE		0.00	79.03	82.33	87.33	121.52

LEGEND:-

- Existing Line:
- Proposed Line:
- S.G.L. 6:1
- Note: All dimensions are in feet

Sub Engineer

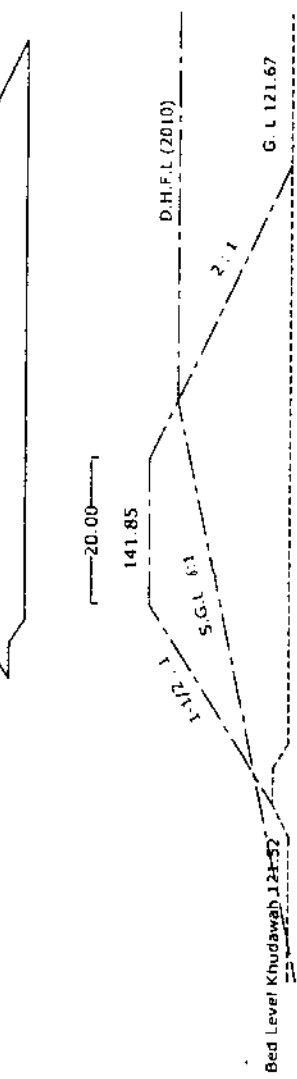
Assistant Executive Engineer
Mehar Sub Division

Executive Engineer
Rice Canal Division
Mehar @ K.N Shah

**X-SECTION OF EXTENSION SUPRIO BUND
@ R.D 45+000**

SCALE: H/W 25' = 1"

Fill Area (sft) = 1098.00



PROPOSED.	PROPOSED RLS	121.67	141.85	141.85	60.36	121.67
	DISTANCE	0.00	40.36	141.85	60.36	121.67
EXISTING.	EXISTING RLS	121.67	123.87	123.87	121.67	121.67
	DISTANCE	0.00	79.03	82.33	87.33	91.61

LEGEND:-
 Existing Line
 Proposed Line
 S.G.L 6:1
 Note: All dimensions are in feet

[Signature]
 Sub Engineer

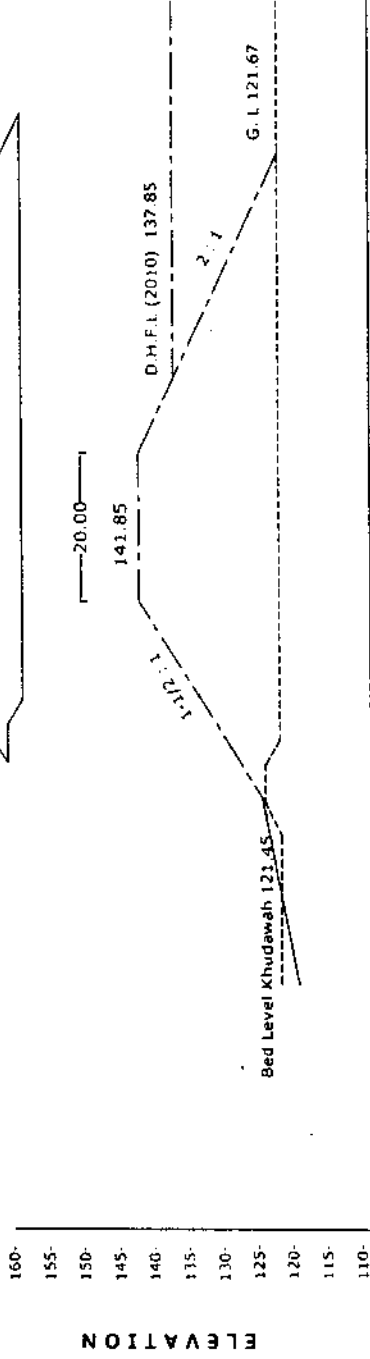
[Signature]
 Assistant Executive Engineer
 Mehar Sub Division

[Signature]
 Executive Engineer
 Rice Canal Division
 Mehar @ K.N Shah

X-SECTION OF EXTENSION SUPRIO BUND @ R.D 46+000

SCALE: H/V 25' = 1"

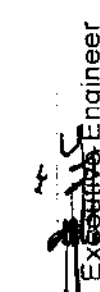
Fill Area (sft) = 1098.56

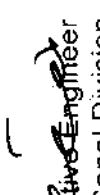


PROPOSED.	PROPOSED RLS	EXISTING RLS	DISTANCE	DISTANCE
	121.67	121.67	0.00	0.00
	121.67	121.67	40.36	40.36
	121.67	121.67	60.36	60.36
	121.67	121.67	141.85	141.85
	121.67	121.67	141.85	141.85
	121.67	121.67	123.80	123.80
	121.67	123.80	87.46	87.46
	121.67	123.80	79.03	79.03
	121.67	121.45	82.23	82.23
	121.67	121.45	87.46	87.46
	121.67	121.45	91.74	91.74

LEGEND:-
 Existing Line
 Proposed Line ————
 S.G.L 6:1
 Note: All dimensions are in feet


 Sub Engineer


 Assistant Executive Engineer
 Mehar Sub Division


 Executive Engineer
 Rice-Canal Division
 Mehar @ K.N Shah

Section 6 - General Conditions of Contract

**Sindh Irrigation Department (SID), through
Executive Engineer, Rice Canal Division-2 Larkana.**

Package No: 04

**Converting NIP Bank of Nara Distry RD-11 to RD-0 NIP of Khuda
Wah Distry RD-0 to RD-39 Into Extension of Suprio Bund RD-0 to
RD-50 in Rice Canal Division-2 Mehar @ Khairpur Nathan Shah.**

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General Conditions of Contract

A. General

1. Definitions
- 1.1 Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 hereunder.
 - (d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
 - (e) **Compensation Events** are those defined in GCC 41.1 hereunder.
 - (f) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 52.1.
 - (g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
 - (h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
 - (j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (k) **Days** are calendar days; months are calendar months.
 - (l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (n) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
 - (p) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (q) The **Employer** is the party who employs the Contractor to

carry out the Works, as specified in the **PCC**.

- (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (v) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) "**Party**" means the Employer or the Contractor, as the context requires.
- (y) **PCC** means Particular Conditions of Contract
- (z) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (aa) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (bb) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 45.1.
- (cc) The **Site** is the area defined as such in the **PCC**.
- (dd) **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.
- (ee) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ff) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (gg) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for

construction or installation of the Works.

- (ii) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (jj) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract.
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
 - (i) any other document listed in the **PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the

PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the

PCC for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Bidder.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Designs by Contractor and Approval by the Project Manager

17.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element 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.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

B. Time Control

25. Program

25.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the

Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.

- 27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30 Early Warning**
- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects**
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests**
- 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project

Manager's notice.

- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (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 Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager 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 Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations** 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of

the Variation on the Contractor's costs.

- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

- 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager 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.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid

interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by

how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

- 41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.
- 41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.
- 42. Tax**
- 42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.
- 43. Currencies**
- 43.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.
- 44. Price Adjustment**
- 44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \text{ Imc/loc}$$
- where:
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."
- A_c and B_c are coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and
- Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."
- 44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.
- 45. Retention**
- 45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.

- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.
- 46. Liquidated Damages**
- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 40.1.
- 47. Bonus**
- 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment**
- 48.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities**
- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the

Certificate of Completion in the case of a bank guarantee.

- 50. Day works**
- 50.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
- 51. Cost of Repairs**
- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 52. Completion**
- 52.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
- 53. Taking Over**
- 53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 54. Final Account**
- 54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 55. Operating and Maintenance Manuals**
- 55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 56. Termination**
- 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been

authorized by the Project Manager;

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC.
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 SID requires that Borrowers (including beneficiaries of SID loans), as well as Contractors, Subcontractors, manufacturers, and Consultants under SID-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the SID:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "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;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of SID-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to SID to remedy the situation; and
 - (c) will sanction a firm or an individual, at any time, in accordance with SID's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in SID-financed or SID-administered activities or to benefit from an SID-financed or SID-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.
- 58. Payment upon Termination**
- 58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 59. Property**
- 59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.
- 60. Release from Performance**
- 60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**61. Suspension of
Govt. Fund**

61.1 In the event that the SID suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received the SID's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in GCC 40.1, the Contractor may immediately issue a 14-day termination notice.

Section 7 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.



IRRIGATION DEPARTMENT

Package No. 05

**Construction of Jherruck Flood
Protection Bund From Mile 0/0 to 4/4
in Kalri Baghar Division, Thatta.**

BIDDING DOCUMENT

IFB No. ----- Sindh Irrigation Department

May, 2015



**G3 ENGINEERING
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In Association with
M/S BM Consulting Engineers
(Pvt) Ltd.

SINDH IRRIGATION DEPARTMENT

BIDDING DOCUMENT

Procurement of Works
Bidding Document for Procurement of Civil Works for:

Package/Scheme No: 05
Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4
in Kalri Baghar Division, Thatta.

(Post Qualification)

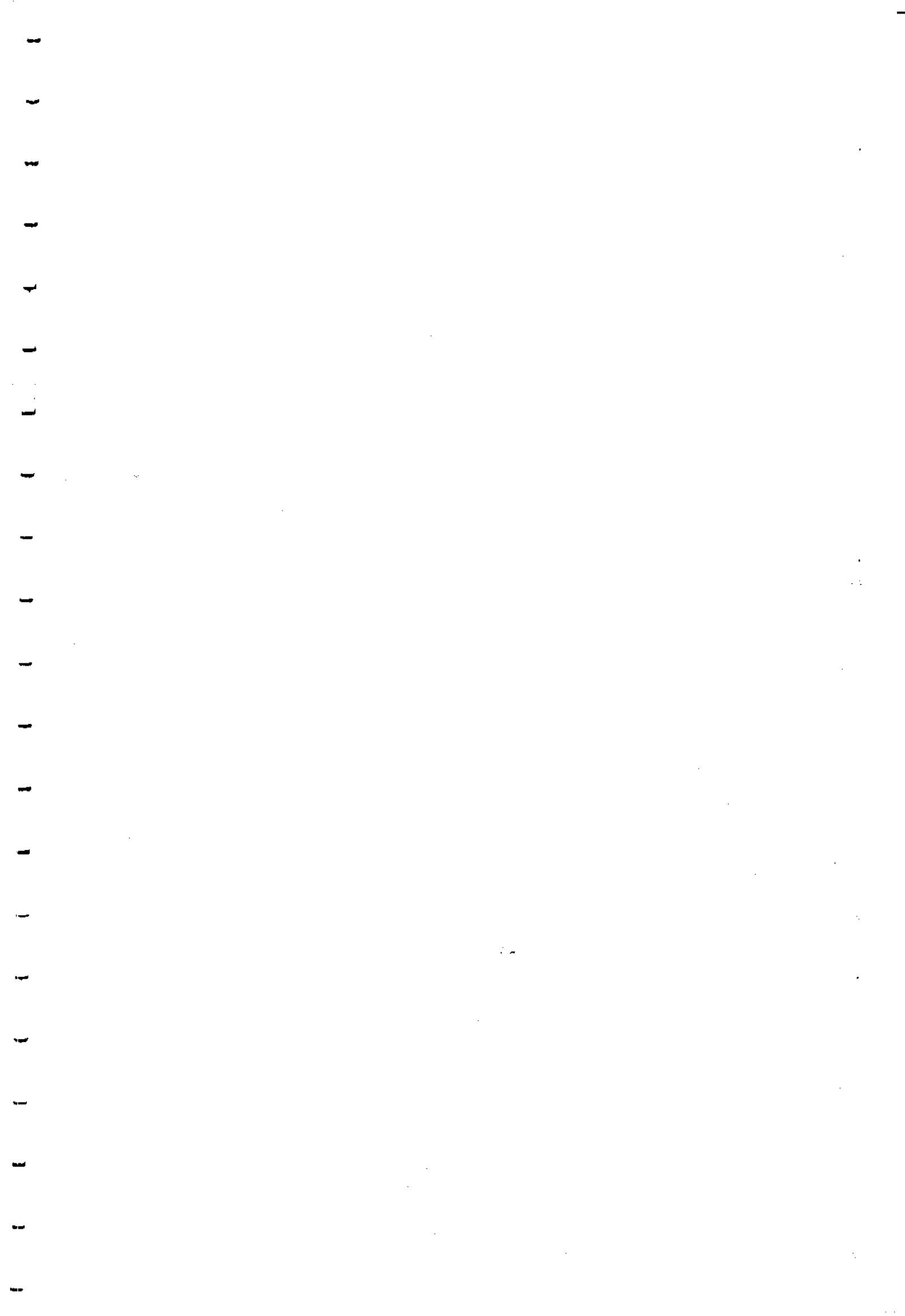
Issued on : _____, 2015

NCB No. : NCB---FERP/Irrigation-Sindh

Employer : Sindh Irrigation Department through
Executive Engineer, Kalri Baghar Division, Thatta.

Country : Pakistan (Sindh)

_____, 2015



Bidding Document

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Preface

This Bidding Document has been prepared by Project Director, PMU-Irrigation, FERP, Sindh Irrigation Department (SID) and shall be used for **"Package/Scheme No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta.**

funded by Government of Sindh under flood emergency reconstruction project (FERP).

This Bidding Document is based on the Standard Bidding Document for "Procurement of Works, Small Contracts (Single-Stage: Two-Envelope) issued by the Government of Sindh.

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Section 1 - Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Works Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Government of Sindh (hereinafter called "GoS") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by the GoS will be made only at the request of the Borrower and upon approval by the GoS in accordance with the terms and conditions of the financing agreement between the Borrower and the GoS (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "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;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of GoS-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to GoS to remedy the situation;
- (d) will sanction a firm or an individual, at any time, in accordance with GoS Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in GoS-financed or GoS-administered activities or to benefit from an GoS-financed or GoS-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by GoS, requiring bidders, suppliers and contractors to permit GoS or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by GoS.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 22.2, and 56.2 (h).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, government-owned entity – subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
 - (a) all partners shall be jointly and severally liable, and
 - (b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 GoS considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under GoS Anticorruption Policy. In pursuance of GoS Anticorruption Policy's requirement that Sindh Irrigation Department (including beneficiaries of GoS-financed activity), as well as bidders, suppliers, and contractors under GoS-financed contracts, observe the highest standard of ethics, GoS will take appropriate actions, which include not financing the

contract, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

4.4 A firm shall not be eligible to participate in any procurement activities under an GoS-financed or GoS-supported project while under sanction by GoS pursuant to its Anticorruption Policy (see ITB 3), whether such sanction was directly imposed by GoS, or imposed by GoS pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected.

4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Employer.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a

commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. **Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 - Instructions to Bidders (ITB)
 - Section 2 - Bid Data Sheet (BDS)
 - Section 3 - Evaluation and Qualification Criteria (EQC)
 - Section 4 - Bidding Forms (BDF)
 - Section 5 - Eligible Countries (ELC)
- PART II Requirements**
- Section 6 - Works Requirements (WRQ)
- PART III Conditions of Contract and Contract Forms**
- Section 7 - General Conditions (GCC)
 - Section 8 - Particular Conditions (PCC)
 - Section 9 - Contract Forms (COF)
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in

respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one

- Comprising the Bid** called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid Securing Declaration, in accordance with ITB 19;
 - (c) alternative bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 16;
 - (g) Any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and 14, or as stipulated in the BDS;
 - (c) alternative price bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (d) Any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
- 12. Letters of Bid and Schedules** 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under ITB 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids** 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Works Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.

14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 14.1.

14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indices and weightings.

14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all contracts are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

15.1 The currency(ies) of the bid and payment shall be as specified in the BDS.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4 (Bidding Forms), in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended thirty (30) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security**
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, either a Bid Securing Declaration or a bid security as specified in the BDS, in original form. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 A Bid Securing Declaration shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid Securing Declaration is executed.
- 19.3 The bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee;
 - (b) an irrevocable letter of credit; or
 - (c) a cashier's or certified check;
- all from a reputable bank from an eligible country. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Any bid not accompanied by a substantially compliant bid security in accordance with ITB 19.3, or Bid Securing Declaration in accordance with ITB 19.2, if required in accordance with ITB 19.1 shall be rejected

by the Employer as non-responsive.

- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Bid, except as provided in ITB 18.2 or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 41;
 - (ii) furnish a performance security in accordance with ITB 42; or
 - (iii) accept corrections of arithmetic errors pursuant to ITB 33; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 41.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit two (2) copies of the Bid, as prescribed in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 Bidders may always submit their bids by mail or by hand. When so specified in the BDS, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking

are as follows:

- (a) Bidders submitting bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID", "ORIGINAL - PRICE BID" and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB Sub-Clause 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB Sub-Clause 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice.

All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION," and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB Sub-Clause 25.1. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB Sub-Clause 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;

- (c) the presence of a Bid Security or a bid securing declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 23.1.

- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a bid securing declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Employer may consider appropriate.
- Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No Bid shall be rejected at the opening of Price Bids.
- 25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the

record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
- 29. Preliminary Examination of Technical Bids**
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB Sub-Clause 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.

- 30. Responsiveness of Technical Bid**
- 30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Works Requirements) have been met without any material deviation or reservation.
- 30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall

return the unopened Price Bid to the Bidder.

33. Correction of Arithmetical Errors

33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its bid securing declaration executed.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.

35. Margin of Preference

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

36. Evaluation of Price Bids

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) adjustment for nonconformities in accordance with ITB 31.3;
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria);

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and the award to a single Bidder of multiple contracts, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 If the Bid in an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

37. Comparison of Bids

37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

39. Award Criteria

39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

40. Notification of Award

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted.

40.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in an English language newspaper or well-known and freely accessible website the results identifying the bid and contract numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of

contract award, requests a debriefing.

41. Signing of Contract

- 41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 41.2 Within thirty (30) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

42. Performance Security

- 42.1 Within thirty (30) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the bid securing declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

Section 2 - Bid Data Sheet

A. Introduction

ITB 1.1	The number of the invitation of the bid is: ---GoS/IRR/Sindh/ERP
ITB 1.1	The Employer is: Sindh Irrigation Department (SID), through Executive Engineer, Kalri Baghar Division, Thatta.
ITB 1.1	The name of the NCB is: National Competitive Bidding (NCB) using Single Stage-Two Envelope procedure for Procurement of Civil Works for "Package No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta. The identification number of the bidding process is: NCB----ERP/Irrigation-Sindh The number and identification of lots comprising this bidding process is: Not Applicable
ITB 2.1	The Borrower is: Islamic Republic of Pakistan
ITB 2.1	The name of the Project is: Package No. 05 (SID) : Flood Emergency Reconstruction Project (ERP).

B. Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Project Director, Flood Emergency Reconstruction Project (ERP) Irrigation Address: E&R Colony DH&R Opposite Saima Plaza Kali Mori. City: Hyderabad ZIP Code: 71000 Country: Pakistan Telephone: : 022-2111825 Facsimile number: 022-_____ Requests for clarification should be received by the Employer no later than: 7 (seven) days after the issuance of Press Advertisement.
ITB 7.4	Pre-Bid meeting: Not Applicable

C. Preparation of Bids

ITB 10.1	The language of the bid is: English
ITB 11.2 (g)	The Bidder shall submit with its Technical Bid the following additional documents: In the case of the bid submitted by a JV, a JV agreement or letter of intent to enter into a JV including a draft agreement, indicating at least the items or the parts (as the case may be) of the works to be executed by the respective partners.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: Nil
ITB 11.4	Maximum number of partners allowed in JV shall be 4 (four) .
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted for specific parts of the Works.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Local Currency i.e. Pak rupees
ITB 18.1	The bid validity period shall be 90 (ninety) days.
ITB 19.1	The Bidder shall furnish a Bid Security of PKR _____/- or equivalent amounts in a freely convertible currency in favor of "Sindh Irrigation Department (SID), through Executive Engineer, Kalri Baghar Division, Thatta. The bidders shall submit bid security in the form of Bank Guarantee (using the Form included in Section 4 (Bidding Forms)), or insurance company bonds from "AA" reputed company. Bid Security shall be valid for 28 (Twenty Eight) days beyond the validity of the Bid.
ITB 19.2	The ineligibility period will be: Not-Applicable
ITB 20.1	In addition to the original of the bid, the number of copies is: 03 (three)
ITB 20.2	The written confirmation of authorization to sign the bid on behalf of the Bidder shall consist of: Power of Attorney on Judicial stamp paper duly attested by Notary Public; and In the case of Bids submitted by an existing or intended JV, an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall not have the option of submitting their bids electronically.
ITB 21.1 (b)	If bidders have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITB 22.1	<p>For bid submission purposes only, the Employer's address is: Office of the Chief Engineer Irrigation Kotri Barrage Hyderabad</p> <p>Address: Chief Engineer Irrigation Kotri Barrage Hyderabad.</p> <p>City: Hyderabad</p> <p>ZIP Code: 71000</p> <p>Country: Pakistan</p> <p>Telephone: : 022-9210370</p> <p>Facsimile number: 022-----</p> <p>The deadline for bid submission is:</p> <p>Date: __/__/__</p> <p>Time: __:__ hrs.</p> <p>No bids shall be accepted after the deadline of the bid submission.</p>
ITB 25.1	<p>The opening of the Technical Bid shall take place at/on</p> <p>Office of the Chief Engineer Irrigation Kotri Barrage Hyderabad</p> <p>Address: Chief Engineer Irrigation Kotri Barrage Hyderabad</p> <p>City: hyderabad</p> <p>ZIP Code: 71000</p> <p>Country: Pakistan</p> <p>Date: __/__/__</p> <p>Time: __:__ hrs.</p> <p>If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: Not Applicable</p>

E. Evaluation and Comparison of Bids

ITB 34.1	Not applicable
ITB 35.1	A margin of preference <i>shall not</i> apply.
ITB 41.1	28 days is replaced with 7 days. The bidder shall sign the contract within 7 days of receive of the Contract & return it to Employer
ITB 42.1	<p>The bidder is required to furnish the performance security within 14 days of the receiving of notification of award from the employer. The amount of performance security, as a percentage of the Contract Price for the works, shall be 5 (five) percent of the Contract Price in local currency i.e. PKR in favor of "Sindh Irrigation Department, through Executive Engineer, Kalri Baghar Division, Thatta.</p> <p>The performance security shall be in the form of the Bank Guarantee from a reputable Bank located in the Employer's country as per form included in Section 9 (Contract Forms), or insurance company bond from "AA" Grade Insurance company.</p> <p>Validity of performance security shall extend at least 90 (ninety) days beyond the date of completion of contract to cover defect liability period or maintenance period subject to final acceptance by the Employer.</p>

Section 3 - Evaluation and Qualification Criteria

- Postqualification -

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1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e) the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Work's Requirements).

1.2 Multiple Contracts: Not Applicable

1.3 Completion Time

An alternative Completion Time: : **Not Applicable**

1.4 Technical Alternatives

Technical alternatives: **Not Applicable**

1.5 Quantifiable Nonconformities, Errors and Omissions

The evaluated cost of quantifiable nonconformities, errors and/or omissions are determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities or omissions shall be evaluated. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

1.6 Margin of Preference; Not Applicable

2. Qualification

2.1 Eligibility

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.1.1 Nationality

Nationality in accordance with ITB Sub-Clause 4.2.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Sub-Clause 4.3.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.3 SID Eligibility

Not having been declared ineligible by SID, as described in ITB Sub-Clause 4.4.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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2.1.4 Government-owned Entity

Bidder required to meet conditions of ITB Sub-Clause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI - 1; ELI - 2 with attachments
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2.1.5 UN Eligibility

Not having been declared ineligible based on a United Nations resolution or Employer's country law, as described in ITB Sub-Clause 4.7.	must meet requirement	existing or intended JV must meet requirement	must meet requirement	not applicable	Letter of Bid
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2.2 Pending Litigation

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.2.1 Pending Litigation

All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than fifty percent (50%) of the Bidder's net worth.	must meet requirement by itself or as partner to past or existing JV	not applicable	must meet requirement by itself or as partner to past or existing JV	not applicable	Form LIT - 1
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2.3 Financial Situation

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.3.1 Historical Financial Performance

Submission of audited balance sheets or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 3 (three) years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments
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2.3.2 Average Annual Construction Turnover

Minimum average annual construction turnover of PKR ____ Million calculated as total certified payments received for contracts in progress or completed, within the last 3 (three) years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2
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2.3.3 Financial Resources

Using the relevant Forms FIN - 3 and FIN - 4 in Section 4 (Bidding Forms) the Bidder must demonstrate the capacity to meet the financial requirements of the contract. The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments, to meet the financial requirements of the contract in the amount of his Bid. While a proper analysis of the financial statements submitted by the Bidder is preferred, as a minimum the Bidder must show that his resources, in terms of at least his latest year's working capital and lines of credit, will be adequate to cover his Bid Price and current work.

2.4 Experience

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	

2.4.1 General Construction Experience

Experience under construction contracts in the role of contractor, subcontractor, or management contractor for at least the last 3 (three) years prior to the bid submission deadline.	must meet requirement	not applicable	must meet requirement	not applicable	Form EXP - 1
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2.4.2 Specific Construction Experience

(a) Contracts of Similar Size and Nature

Participation as contractor, management contractor, or subcontractor, in at least 2 (two) contracts within the last 3 (three) years, each with a value of at least PKRt _____ Million that have been successfully or are substantially completed and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods, technology or other characteristics as described in Section 6 (Works Requirements)	must meet requirement	must meet requirement	not applicable	not applicable	Form EXP - 2(a)
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b) Construction Experience in Key Activities (May be waived for small contracts.)

For the above or other contracts executed during the period stipulated in 4.2(a) above, a minimum construction experience in the following key activities:	must meet all requirements	must meet all requirements	not applicable	not applicable	Form EXP - 2(b)
5000 sq. feet, Jungle clearance and removing within 100ft. 128800 cubic feet, borrow pit excavation undressed lead upto 100 feet ordinary and hard soil. 86300 Cubic feet Carriage of 100cft / ton of all materials like stone aggregate, spawal, cool, lime surkhi etc per day. 128800 Cubic feet Earth work compaction (Soft ordinary or hard soil)laying earth in 6" layers leveling dressing and watering for compaction etc comp etc.					

2.5 Personnel

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	Total Work Experience [years]	Experience in Similar Work [years]
1	Project Manager (B.E Civil)	10	7
2	Site Engineer (B.E Civil)	7	5
3	Material Engineer (Geologist)	7	3
4	Quantity Surveyor	5	5
5	Surveyor	5	3

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section 4 (Bidding Forms).

2.6 Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Min. Number Required
1	Excavator	6
2	Tractor with front blade and Trolley	8
3	Water Sprinkler	8
4	Level Machine	4
5	Total Station	1
6	Dumpers	16
7	Loaders	4

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section 4 (Bidding Forms).

Section 4 - Bidding Forms

- Postqualification -

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Letter of Technical Bid

Date:

NCB No.: **NCB-05-FERP/Irrigation-Sindh**

Invitation for Bid No.: **05-SID/IRR/Sindh/FERP**

To: **Executive Engineer Kalri Baghar Division, Thatta.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:

“Package No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta”.

Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **90 (ninety)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (c) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder if the Bidder is a consortium or association, and the nationality of each Subcontractor and Supplier]*;
- (d) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3, other than alternative offers submitted in accordance with ITB 13;
- (f) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB4.5; *
- (g) We agree to permit Employer's representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.

Name

In the capacity of

Signed

Duly Authorized to Sign the Bid for and on Behalf of

Date

.....

** Use one of the two options as appropriate*

Letter of Price Bid

Date:

NCB No.: **NCB-05-FERP/Irrigation-Sindh**

Invitation for Bid No.: **05-SID/IRR/Sindh/FERP**

To **Executive Engineer Kalri Baghar Division, Thatta.**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
“Package No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta”.
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:
 PKR _____
- (d) The discounts offered and the methodology for their application are:

- (e) Our Bid shall be valid for a period of **90 (ninety)** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **

Name of Recipient	Address	Reason	Amount
.....
.....

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit SID or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by SID.
- (k) If awarded the contract, the person named below shall act as Contractor's Representative:

Name

In the capacity of

Signed

.....

Duly Authorized to Sign the Bid for and on Behalf of

Date

.....

**** If none has been paid or is to be paid, indicate "none"**

Bid Security

Bank Guarantee

..... *Bank's Name, and Address of Issuing Branch or Office.*

Beneficiary: Sindh Irrigation Department (SID), through Executive Kalri Baghar Division, Thatta.

Date:

Bid Security No.:

We have been informed that **name of the Bidder.** (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of .

"Package No 05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta."

Executive Engineer, Kalri Baghar Division, Thatta. under Invitation for Bids No. 04-SID/IRR/Sindh/ERP ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we **name of Bank** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **PKR** (**Only**) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458..
..... *Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

Bid Securing Declaration

NOT APPLICABLE

Date: _____

Bid No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or (iii) fail or refuse to accept the arithmetical correction of our Bid in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____

Corporate Seal *[where appropriate]*

-- Note -- In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Others

Technical Proposal - Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in Section 3 (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

Form PER - 1: Proposed Personnel

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section 3 (Evaluation and Qualification Criteria).

Form PER - 2: Resume of Proposed Personnel

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Technical Proposal - Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 3 (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Technical Proposal- Site Organization

Technical Proposal - Method Statement

Technical Proposal - Mobilization Schedule

Technical Proposal - Construction Schedule

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
<p>Attached are copies of the following original documents.</p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

Form E.I - 2: JV Information Sheet

Each member of a JV must fill in this form

<p>Bidder's legal name</p>	
<p>JV Partner's or Subcontractor's legal name</p>	
<p>JV Partner's or Subcontractor's country of constitution</p>	
<p>JV Partner's or Subcontractor's year of constitution</p>	
<p>JV Partner's or Subcontractor's legal address in country of constitution</p>	
<p>JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)</p>	
<p>Attached are copies of the following original documents.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. 	

Form LIT - Pending Litigation

Each Bidder or member of a JV must fill in this form

<input type="checkbox"/> <input type="checkbox"/> No pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Pending litigation in accordance with Criteria 2.2 of Section 3 (Evaluation and Qualification Criteria)			
Year	Matter in Dispute	Value of Pending Claim in PKR Equivalent	Value of Pending Claim as a Percentage of Net Worth

Form FIN - 1: Financial Situation

Each Bidder or member of a JV must fill in this form

Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

Each Bidder or member of a JV must fill in this form

Year	Amount PKR

Average Annual Construction Turnover

The information supplied should be the Annual Turnover of the Bidder or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed in Pak Rupees.

Form FIN – 3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section 3 (Evaluation and Qualification Criteria)

No.	Source of financing	Amount (PKR)
1		
2		
3		

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [PKR /month]
1					
2					
3					
4					
5					

Form EXP - 1: General Construction Experience

Each Bidder or member of a JV must fill in this form

Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

Form EXP – 2(a): Specific Construction Experience

Fill up one (1) form per contract.

Contract No of		Contract Identification	
Award Date		Completion Date	
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount			PKR
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone/Fax Number E-mail			
<p>- The climate of the project area is arid and hot with annual rainfall of 175-200mm. The topography is flat with an average land slope of about 0.14 % (0.75 ft/ mile) falling southwards and away from the present course of the river, having</p> <p>- Geology of the area made of alluvial sediments and soil with layers of sand belts (containing sand and sandy silt) and clay belt (containing clay and silt), requiring</p> <p>- Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta</p>			

Form EXP - 2(b): Specific Construction Experience in Key Activities

Fill up one (1) form per contract

Contract No. of		Contract Identification	
Award Date		Completion Date	
Role In Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount	PKR		
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount	
Employer's Name Address Telephone Number Fax Number E-mail			
<p>The production rates (per day of 8 hrs.) for the key Civil Activities are calculated as below as an average for the complete project, assuming that only 75% working days will be available out of a total construction period of 270 calendar days, keeping in view holidays of all types, the climatic and topographic conditions, the social/cultural environment etc.</p> <p>After considering all Lag times of say 15 to 20 working days between the successive activities, the net working days left for each activity range from 200 to 220 days for entire project. Following information is just for the general guidance for the bidder, who should do his own calculations and submit the Construction Schedule accordingly.</p>			
<p>5000 sq: feet, Jungle clearance and removing within 100 ft.</p> <p>128800 cubic feet, borrow pit excavation undressed lead upto 100 feet ordinary and hard soil.</p> <p>86300 Cubic feet Carriage of 100cft / ton of all materials like stone aggregate, spawal, coal, lime surkhi etc per day.</p> <p>128800 Cubic feet Earth work compaction (Soft ordinary or hard soil)laying earth in 6" layers leveling dressing and watering for compaction etc complete.</p>			

Schedules

Schedules of Prices

Schedule of Payment Currencies

Forinsert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.

	A	B	C	D
Name of Payment Currency	Amount of Currency	Rate of Exchange to Local Currency	Local Currency Equivalent $C = A \times B$	Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #				
Net Bid Price				100.00
Provisional Sums Expressed in Local Currency		1.00		
BID PRICE				

NOT APPLICABLE

Tables of Data

Adjustment

Table A - Local Currency

Index Code	Index Description	Source of Index *	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting (coefficient)
	Nonadjustable	—	—	—	a: (by Employer) b: _____ c: _____ d: _____ e: _____
Total					1.00

Table B - Foreign Currency

Name of Currency:

If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting (coefficient)
	Nonadjustable	—	—	—		a: (by Employer) b: _____ c: _____ d: _____ e: _____
Total						1.00

NOT APPLICABLE

Bill of Quantities

1. Preamble

- The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
- The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Project Manager and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Project Manager may fix in accordance with provisions of the Contract.
- The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract includes all costs of Contractor's plant, labour, supervision, materials, transportation, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
- Rate of item showing nil quantity may be quoted by contractor for use .
- A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
- The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, 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.
- General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities
- **Carriage of Material for Earth work**

Payment shall be made at the unit price quoted in the bill quantities the unit rate shall include loading of material, carriage to a specified site, unloading and staking
No additional payment shall be made to the contractor for charges like demurrage, wharfage and the toll tax.

BILL OF QUANTITIES

Package No.05: Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta

S#	ITEMS	Unit	Qty	Quoted Rate (Rs/Unit)		Calculated Amount
	Earthwork			(In Figures)	(In Words)	
1.	Jungle clearance and removing within 100ft (a) light, (P-95/4-a)	Sft	999,000			
2.	Borrow pit excavation undressed lead up to 100ft in ordinary soil. Chapter - 1, page 1 (3a)	Cft	25,751,994			
3.	Earth work compaction (Soft, ordinary and Hard soil) (b) Laying Earth in 6" layers leveling, dressing and watering for compaction etc complete. [Chapter -1, page 3, S.No.13-c-ii]	Cft	25,751,994			
4.	Carrage of 100 Cft/ 5tons of all material like stone aggregate, spawl, coal, lime, surkhi etc B.G Rail fastening points and crossing bridge girders pipes sheet, Rails M.S bars etc or 1000 Nos. Bricks 10"x5"x3" or 1000 Nos tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by truck or any other means owned by the contractor (3 Mile). S.I NO.1 P-1	Cft	17,253,835			
					Total Rs.	
					Add 1% Contingency	
					GRAND TOTAL	
					Rupees in Million	

Section 5 - Works Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured.

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Scope of Work

Background:

1 Pakistan experienced extensive monsoon rains in July-August 2010, which generated unprecedented flood flows in primary, secondary and other rivers including hill torrents and local nullahs. Rivers Swat, Panjkhora and Kabul experienced historic flood flows, which crossed the historic flood peaks. The floods caused huge damages to private and public infrastructure including irrigation networks and flood protection works across Pakistan. The flood damages to the irrigation and drainage infrastructure are estimated at Rs 23,600 million.

2 In Sindh, four breaches in flood protection embankments, Left Marginal Bund of Guddu Barrage and Tori, MS and PB Bunds, caused main damages. The Tori Bund breach had inundated entire North West Canal command area and damaged much of the infrastructure on its way back to the Indus River.

3 In response to flood damage recovery and reconstruction interventions, Asian Development Bank (ADB) through its emergency loan i.e. 2742/ 2743 (PAK) SF: Flood Emergency Reconstruction Project (FERP), has committed to support the ongoing efforts of the Government of Pakistan (GOP) for reconstruction of irrigation, drainage and flood protection infrastructure in Sindh Province. **"Package No: 05. Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4.4 in Kalri Baghar Division, Thatta."** (the Project) is one of several sub projects being Financed under ADB's FERP Irrigation Sector support.

4 The works to be performed under the Project includes the following items:

S#	ITEMS	Unit	Qty
A	Civil Works		
1	Jungle clearance and removing within 100ft (a) light, (P-95/4-a)	Sft	999,000
2	Borrow pit excavation undressed lead up to 100ft in ordinary soil. Chapter -1,page 1 (3a)	Cft	25,751,994
3	Earth work compaction (Soft, ordinary and Hard soil) (b) Laying Earth in 6" layers leveling, dressing and watering for compaction etc complete.[Chapter -1,page 3, S.No.13-c-ii]	Cft	25,751,994
4	Carriage of 100 Cft/ 5tons of all material like stone aggregate, spawl, coal, lime, surkhi etc B.G Rail fastening points and crossing bridge girders pipes sheet, Rails M.S bars etc or 1000 Nos. Bricks 10"X5"x3" or 1000 Nos tiles 12"x6"x2" or 150 Cft of timber or 100 maunds of fuel wood by truck or any other means owned by the contractor (3 Mile) . S.I NO.1 P-1	Cft	17,253,835

Specifications

"Package No: 05. Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta."

1. Preamble

All works to be executed under this Contract within the Right of Way (ROW) shall be carried out in accordance with the specifications of relevant items under PWD's "*Specifications for Execution of Works 1967 (Volume I, Part II)*" except as otherwise specified in these Specifications, BOQs, Drawings or as directed by the Project Manager.

2. Earthworks

2.1 General

Earthworks consists of all necessary works for excavation and placing in embankment or backfill including jungle clearance, removal of existing obstructions within the Right of Way (ROW), excavation, trenches and backfilling, removal of unsuitable material, formation, compaction and dressing the top and the side slopes of the resultant embankment in conformity with the sections shown on the drawings

2.2 Borrow Areas

The fill material shall be obtained from the approved borrow areas after the completion of any tests to confirm the suitability of the material. Source of earth will be managed by the contractor. The Contractor shall propose the borrow area for approval of the Project Manager. The use of the materials shall always be subject to approval of the Project Manager. All the requisite tests shall be carried out at an approved laboratory at the cost of the Contractor from source to site of work.

2.2 Excavation

Excavation work will be done with proper care and technique not to create and disturbance except to meet the design requirement for stone pitching. The excavated material shall be placed near the toe of pitching and after completion of the stone pitching shall be placed over the toe. The equipment and tools etc. will be used as approved by the Project Manager.

2.3 Measurements and Payments

Measurement for the Earthworks shall be made as set out in BoQs and the Specifications or as directed by the Project Manager, completed and accepted.

2.4 Materials Sources:

The contractor shall propose the sources of base filter layer, stone pitching and rock spalls for approval of the Project Manager. The use of the materials shall always be subject to approval of the Project Manager. All the requisite tests will be carried out at an approved laboratory at the cost of the Contractor.

2.5 Placement

The base filter layer shall be placed to a uniform thickness and finished to a reasonably smooth and even surface as shown on the Drawings or as directed by the Project Manager. Before placement of the base filter, the surface over which the base filter is to be placed shall be trimmed to the proper lines and grades and shall be moistened with water and tamped or rolled with suitable tools or equipment for the purpose of forming a firm foundation.

Stone used in the stone pitching shall be hand packed and placed and bedded in such a manner that the completed stone pitching is stable and without tendency to slide. Large open spaces between the stone shall be avoided. Care shall be taken to ensure that all stone is well-bedded on its flattest surface. The stone shall be placed so as not to project above the neat lines shown on the Drawings or as directed by the Project Manager. All interstices in the stone pitching shall be well-filled with rock spalls. The amount of rock spalls used shall not be in excess of that required to fill the voids in the revetment stone.

2.6 Measurements and Payments

Measurement for stone dumping, stone pitching and filter layers shall be made separately in volume as set out in BoQ and Specifications or as directed by the Project Manager, completed and accepted.

Supplementary Information

1. General

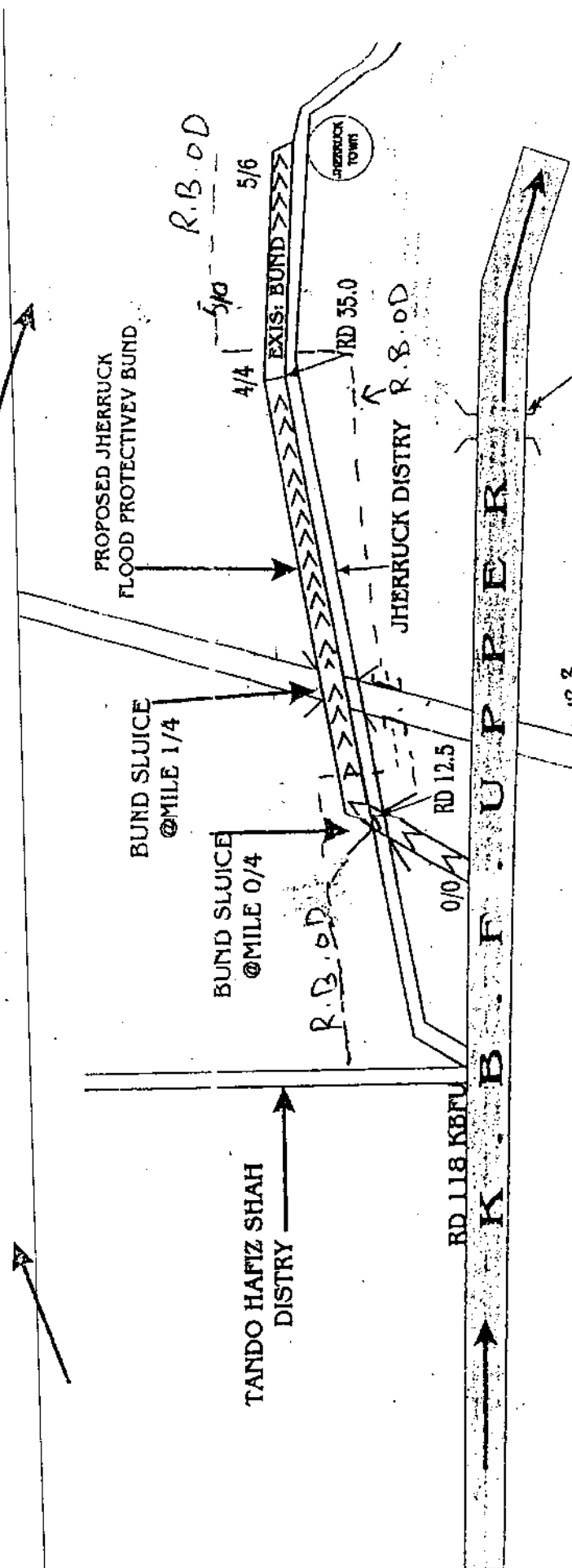
- a- Sindh province of Pakistan has a geographical area of 140,914 km² (54,407.2 sq mi). The Province lies between 23° - 29° north latitude (near tropic of cancer) and 67° - 71° east longitude. Sindh is surrounded by land in all directions except there is Arabian Sea in the south west. It is bordered with Rann of Kachh in south, Rajasthan in east, Punjab province in north-east and Baluchistan in north and west. In the extreme west are the barren Kirthar Mountains; to the east is the great Indian desert, partly known as Thar desert. Sindh lies in a tropical to subtropical region; it is hot in the summer and mild to warm in winter. Temperatures frequently rise above 46 °C (115 °F) between May and August, and the minimum average temperature of 2 °C (36 °F) occurs during December and January in the northern and higher elevated regions. The annual rainfall averages about 7", falling mainly during July and August. The southwest monsoon wind begins to blow in mid-February and continues until the end of September, whereas the cool northerly wind blows during the winter months from October to January.
- b- The work site Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta is situated in District Thatta. The nearest town to the site Jherruck city. The nearest airport is Hyderabad, 1 hours drive from Hyderabad City.
- c- Geology of the project area comprises alluvial sediments deposited by the River Indus and consists fine to medium sands, silts and clays of Pleistocene and recent epochs over a basement of tertiary rocks. The nature of the soils varies considerably from place to place and there are layers of sand belts (containing sand and sandy silt) and clay belt (containing clay and silt) spread over the area. Textures are closely related to depositional conditions and all mapping is based on geomorphic units. Although, stratification is complex, the majority of soils are within the range of fine sandy loam to silt clay loams being most common. True clays and sands are rare at least in the upper alluvium. All soils contain calcium carbonate and most contain gypsum. Salinity is wide spread but generally ephemeral, with adequate water and drainage, most soils can be reclaimed by simple leaching.

Note: *All the above information, including the site map, is just for a general guidance for the bidder and does not relieve him of his own responsibility to confirm independently it's accuracy, and obtain other relevant information*

Drawings

LIME PLAN OF CONSTRUCTING JHERRUCK FLOOD PROTECTIVE BUND MILE 0/0 TO 4/4

INDUS RIVER



PROPOSED JHERRUCK FLOOD PROTECTIVE BUND

BUND SLUICE @ MILE 1/4

BUND SLUICE @ MILE 0/4

TANDO HAFIZ SHAH DISTRY

R.B.O.D.

R.B.O.D.

5/6

4/4

5/6

RD 35.0

R.B.O.D.

JHERRUCK DISTRY

0/0

RD 118 KBFU

RD 12.5

JHERRUCK TOWN

K. B. F. U. P. R.

K-133

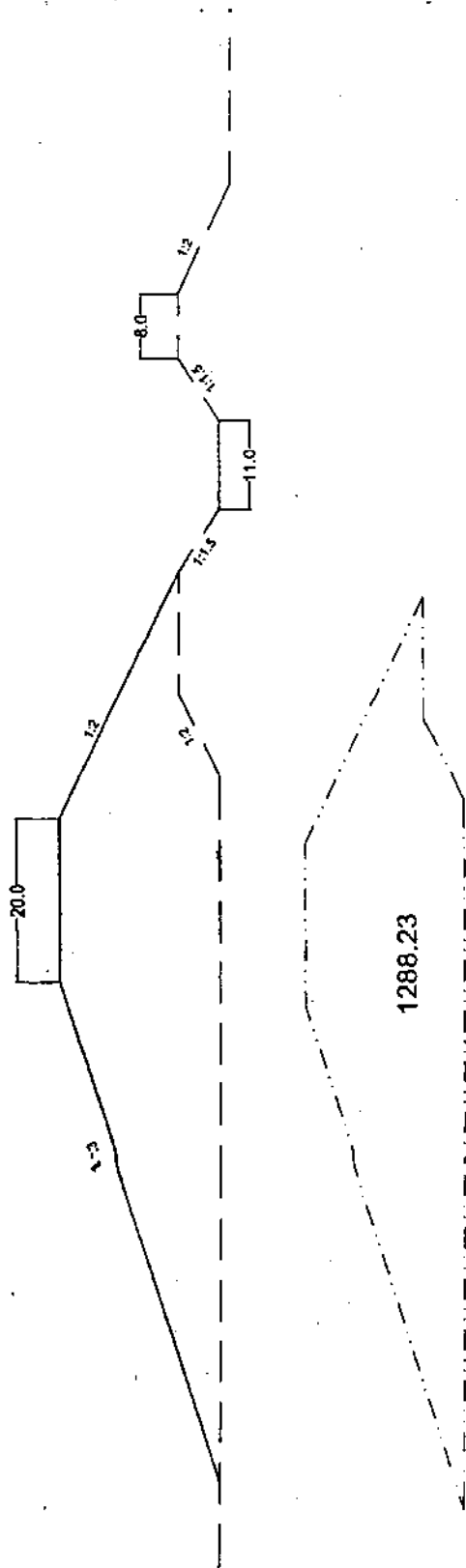
HYDERABAD TO THAITA

NATIONAL HIGHWAY

RD 151

GERMAN DHORO

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 15+000

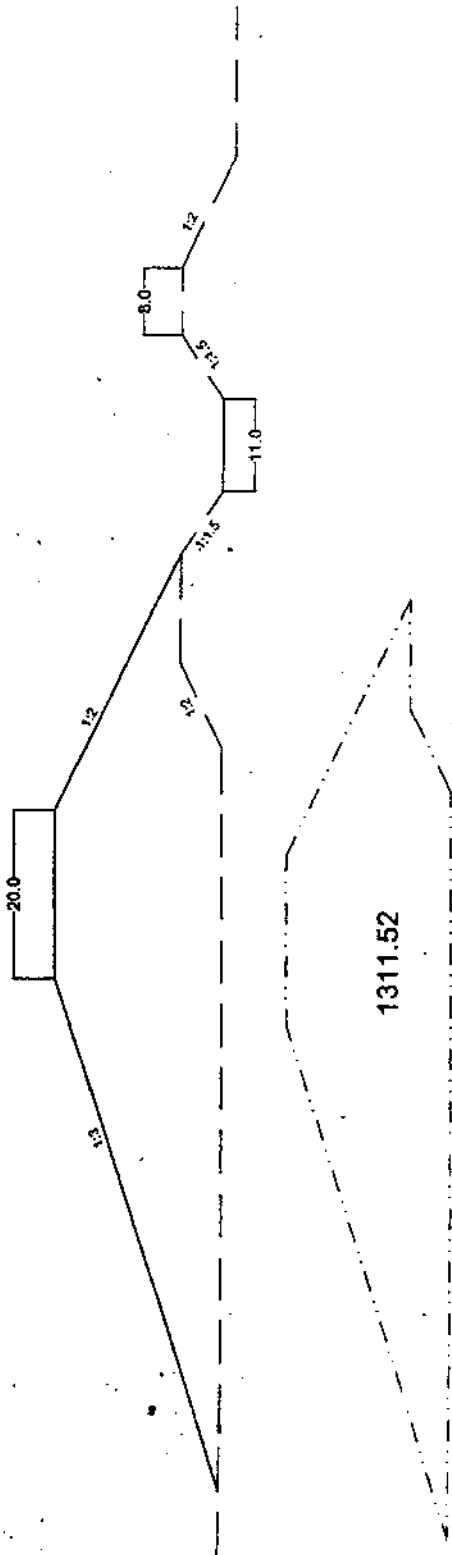


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DISTANCE																											
EXISTING R.L.																											
DISTANCE																											

Signature
SIR ENGINEER

Signature
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 16+500

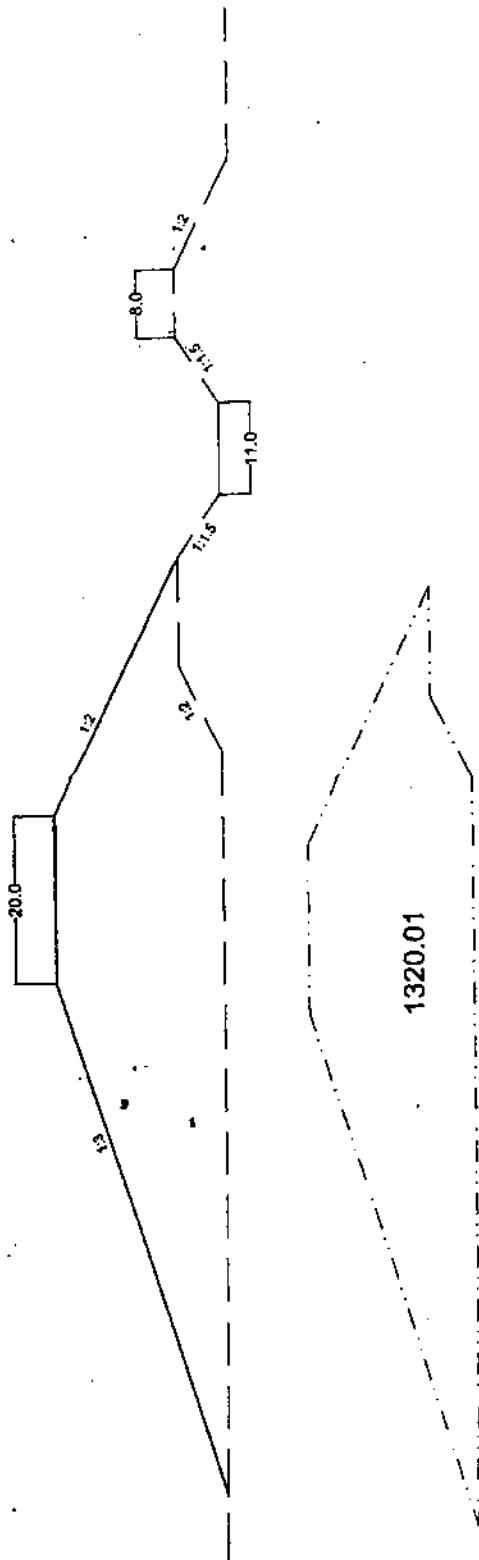


DESIGN R.L	-111.10	48.80																	
DISTANCE			-30.44	69.02															
EXISTING R.L	48.80																		
DISTANCE	-118.99	48.80																	
	65.38	47.30																	
		47.30																	
			34.30	53.80															
			26.30	53.80															
			18.65	48.70															
			13.15	48.70															
			7.65	48.70															
			0.00	53.80															
				53.80															
					-13.00														
					-23.00														

J. HERRUCK
Assistant Executive Engineer
Jherruck Sub Division

J. HERRUCK
SUB ENGINEER

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 17+000

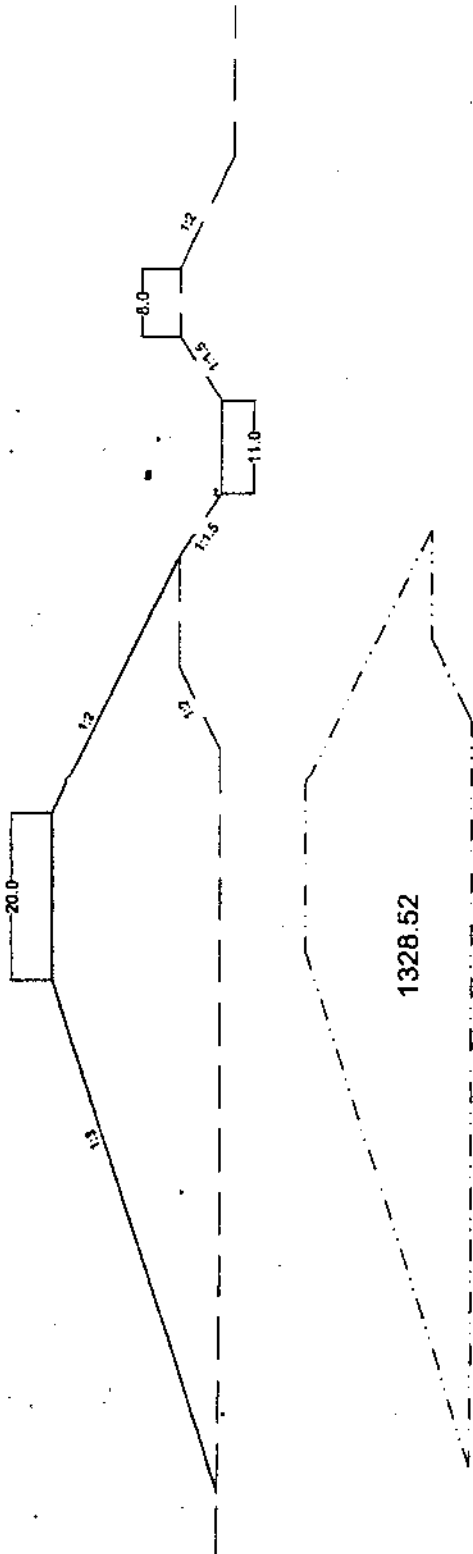


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DISTANCE																								
EXISTING R.L	48.70	-111.45	48.70	68.99	-30.58	68.99	48.70	-23.00	-13.00	53.70	53.70	0.00	53.70	48.60	48.60	13.15	48.60	18.65	28.30	34.30	47.30	47.20	65.38	
DISTANCE																								

AAli
SUB ENGINEER

SAHARIN
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
 AT RD 17+500

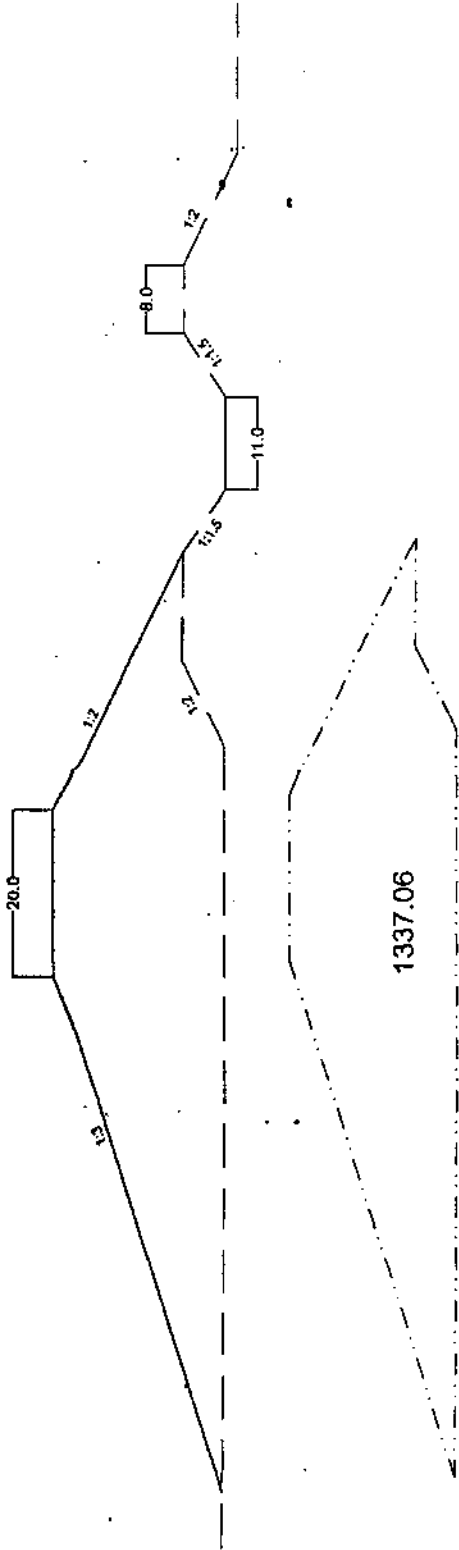


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DISTANCE																												
EXISTING R.L																												
DISTANCE																												

SUP: ENGINEER
[Signature]

[Signature]
 Assistant Executive Engineer
 Jherruck Sub Division

**X-SECTION NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 18+000**

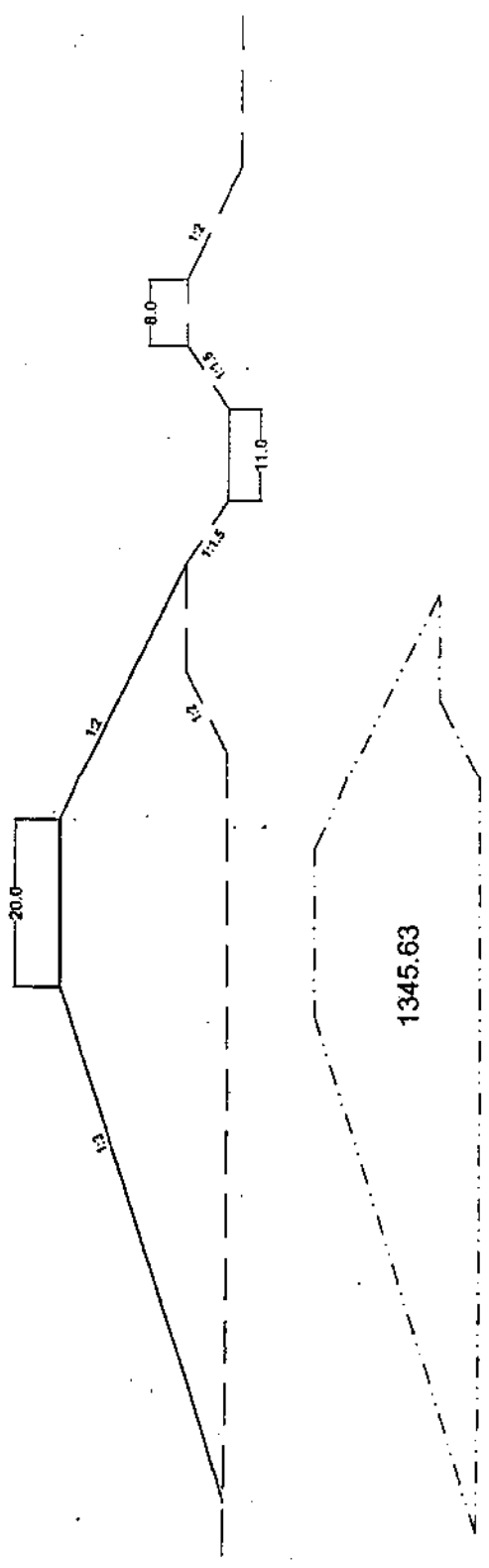


DESIGN R.L	-112.15	48.50	68.93	-50.86	-30.86	68.93	48.50	-23.00	-13.00	53.50	53.50	0.00	48.40	48.40	13.15	48.40	18.65	26.30	53.50	34.30	53.50	47.30	47.00	65.36
DISTANCE																								
EXISTING R.L	48.50	48.50	68.93	-50.86	-30.86	68.93	48.50	-23.00	-13.00	53.50	53.50	0.00	48.40	48.40	13.15	48.40	18.65	26.30	53.50	34.30	53.50	47.30	47.00	65.36
DISTANCE																								

[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jhemuck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 18+500**

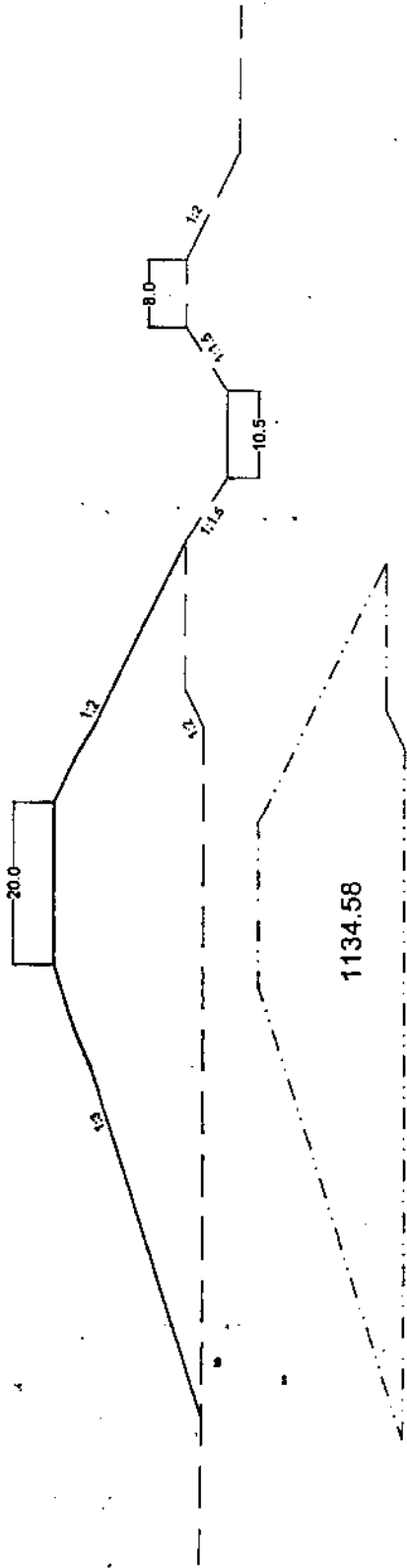


DESIGN RL	48.40	-112.50	48.40	59.40	0.00	53.40	0.00	53.40	48.30	13.15	48.30	18.65	26.30	53.40	34.30	48.90	47.30	65.38
DISTANCE																		
EXISTING R.L	48.40	-112.50	48.40	59.40	0.00	53.40	0.00	53.40	48.30	13.15	48.30	18.65	26.30	53.40	34.30	48.90	47.30	65.38
DISTANCE																		

[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 21+000

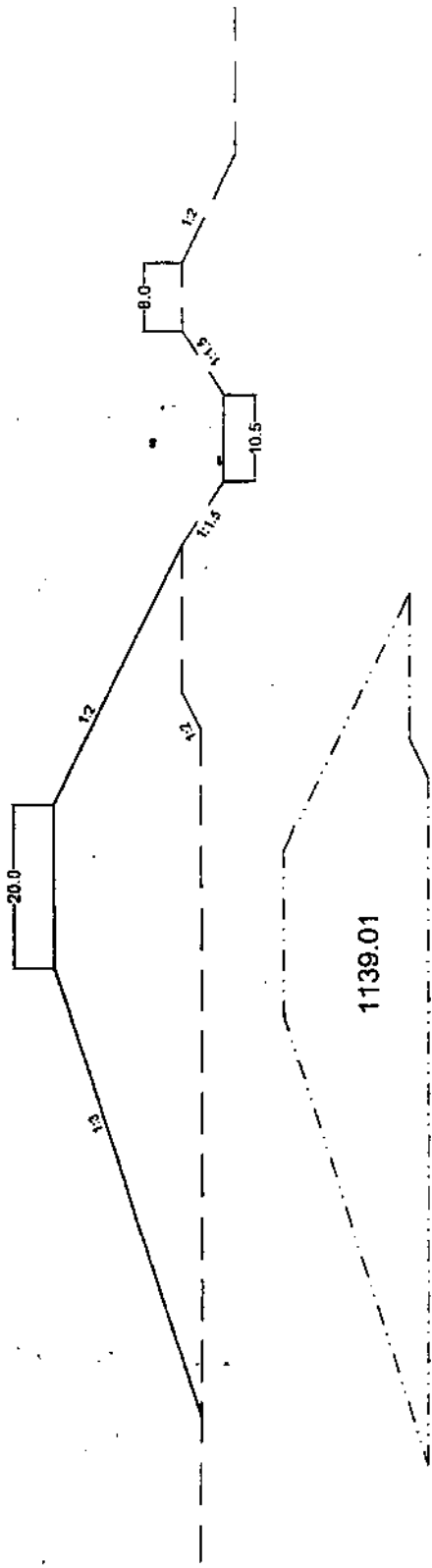


DESIGN R/L	52.90	68.75	-31.70	68.75	52.90	0.00	52.90	7.65	47.80	12.90	47.80	18.15	25.80	33.80	46.80	64.88
DISTANCE	50.60	-108.15	-51.70	-18.00	50.60	0.00	52.90	47.80	47.80	47.80	47.80	47.80	47.80	47.80	47.80	47.80
EXISTING R/L	50.60	-123.89	-51.70	-18.00	50.60	0.00	52.90	47.80	47.80	47.80	47.80	47.80	47.80	47.80	47.80	47.80
DISTANCE	50.60	-108.15	-51.70	-18.00	50.60	0.00	52.90	47.80	47.80	47.80	47.80	47.80	47.80	47.80	47.80	47.80

AA
SUB ENGINEER

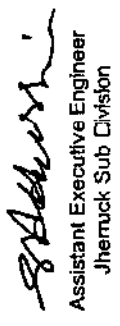
SA
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 22+000

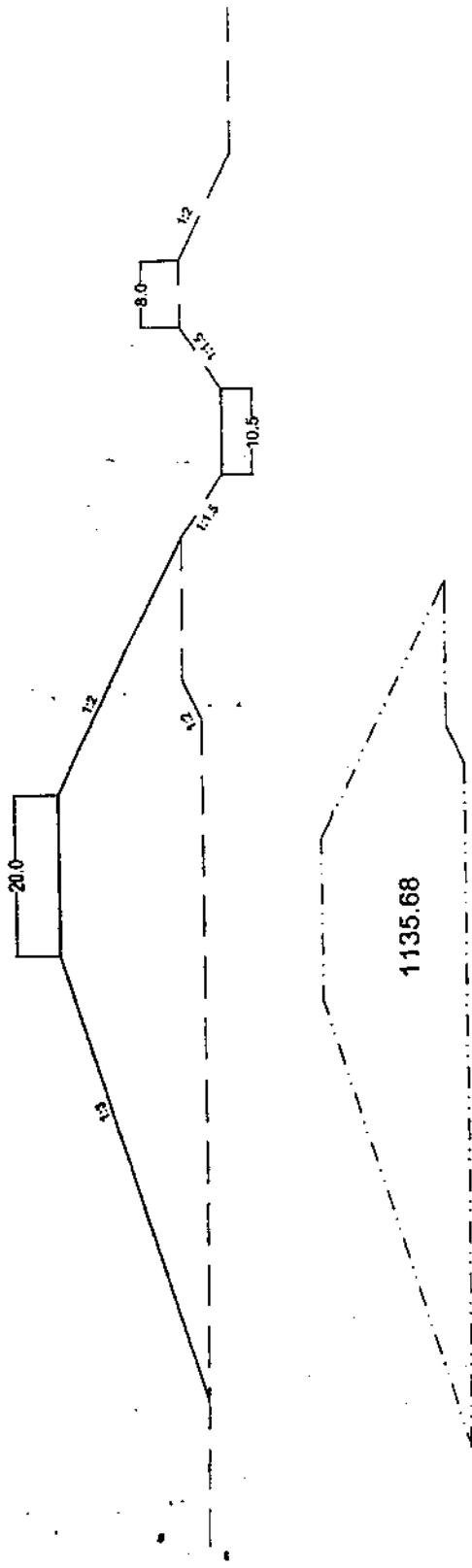


DESIGN F.L	52.80	0.00	52.80	0.00	52.80	0.00	52.80	64.88
DISTANCE		-108.35		50.50		-31.78	68.89	46.30
EXISTING R.L			-123.89	50.50		-51.78	68.89	46.30
DISTANCE								64.88
								46.80
								33.80
								25.80
								18.15
								12.90
								7.65
								47.70
								47.70
								52.80
								46.80


 SUB ENGINEER


 Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 22+500

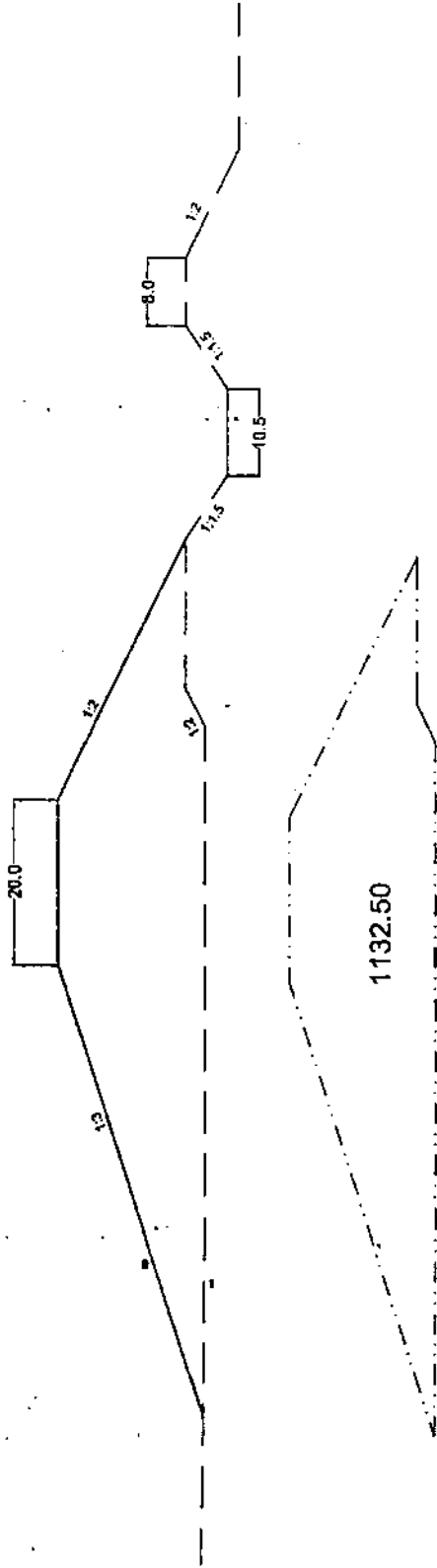


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DISTANCE	-106.20	-91.72	-86.86	-81.72	-76.86	-71.72	-66.86	-61.72	-56.86	-51.72	-46.86	-41.72	-36.86	-31.72	-26.86	-21.72	-16.86	-11.72
EXISTING R.L	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50	50.50
DISTANCE	-123.88	-108.40	-92.92	-77.44	-61.96	-46.48	-31.00	-15.52	0.00	15.04	29.56	44.08	58.60	73.12	87.64	102.16	116.68	131.20

SUB ENGINEER

Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
 AT RD 23+000

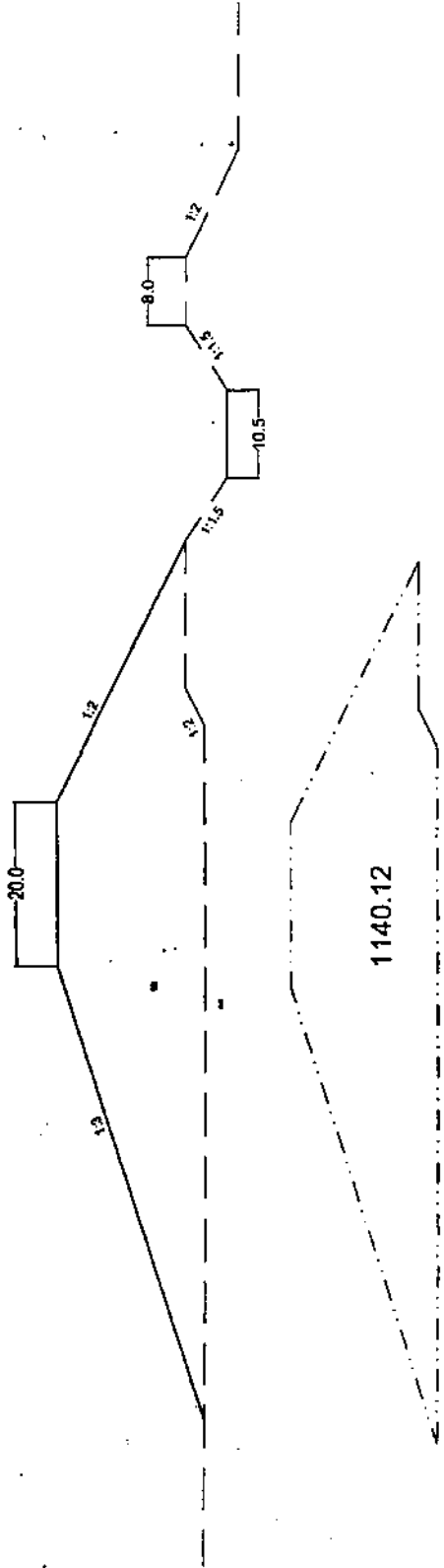


DESIGN R.L	50.50	-106.11	50.50	68.83	-51.72	68.83	52.80	-0.06	52.80	0.00	52.80	47.70	7.65	47.70	12.80	18.15	25.80	33.80	46.80	64.88
DISTANCE																				
EXISTING R.L	50.50	-123.89	50.50																	
DISTANCE																				

Signature
 SUB ENGINEER

Signature
 Assistant Executive Engineer
 Jherruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 23+500**

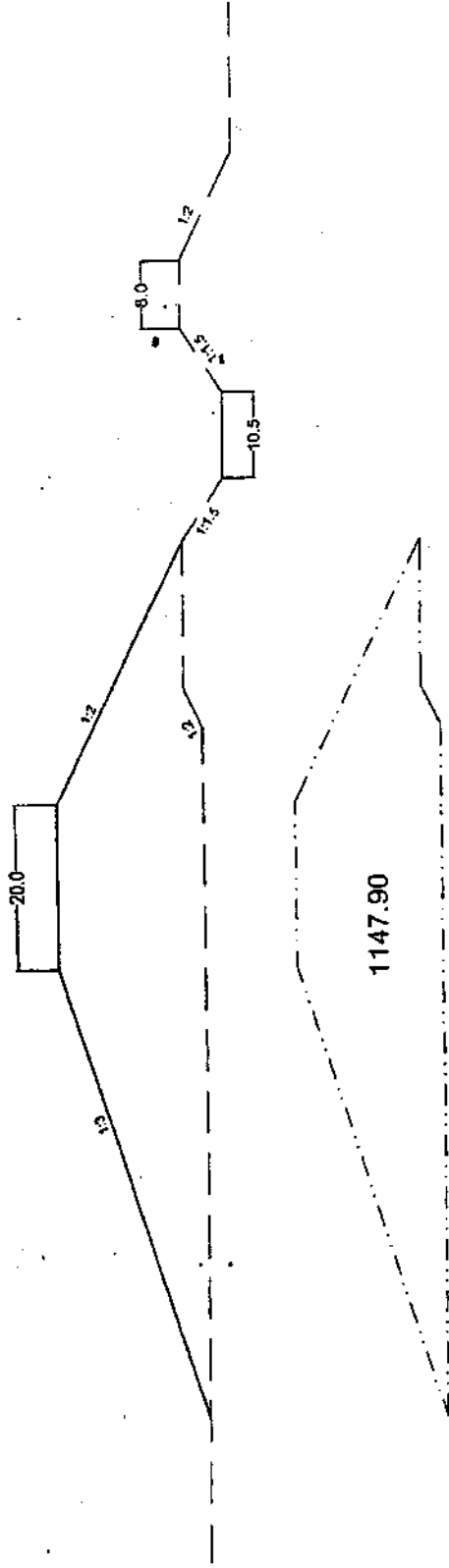


DESIGN R.L.		52.70	0.00	52.70	0.00	52.70	7.65	47.60	12.90	47.60	18.15	52.70	25.80	52.70	33.80	52.70	46.80	84.88
DISTANCE		50.40	-106.40	50.40	51.80	68.60	-21.80	68.60	50.40	-18.00	52.70	0.00	52.70	50.40	-22.60	50.40	-18.00	52.70
EXISTING R.L.		50.40	-123.88	50.40	51.80	68.60	-21.80	68.60	50.40	-18.00	52.70	0.00	52.70	50.40	-22.60	50.40	-18.00	52.70
DISTANCE		50.40	-106.40	50.40	51.80	68.60	-21.80	68.60	50.40	-18.00	52.70	0.00	52.70	50.40	-22.60	50.40	-18.00	52.70

AKI
SUB ENGINEER

S. S. S. S.
Assistant Executive Engineer
Jherruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 24+000**

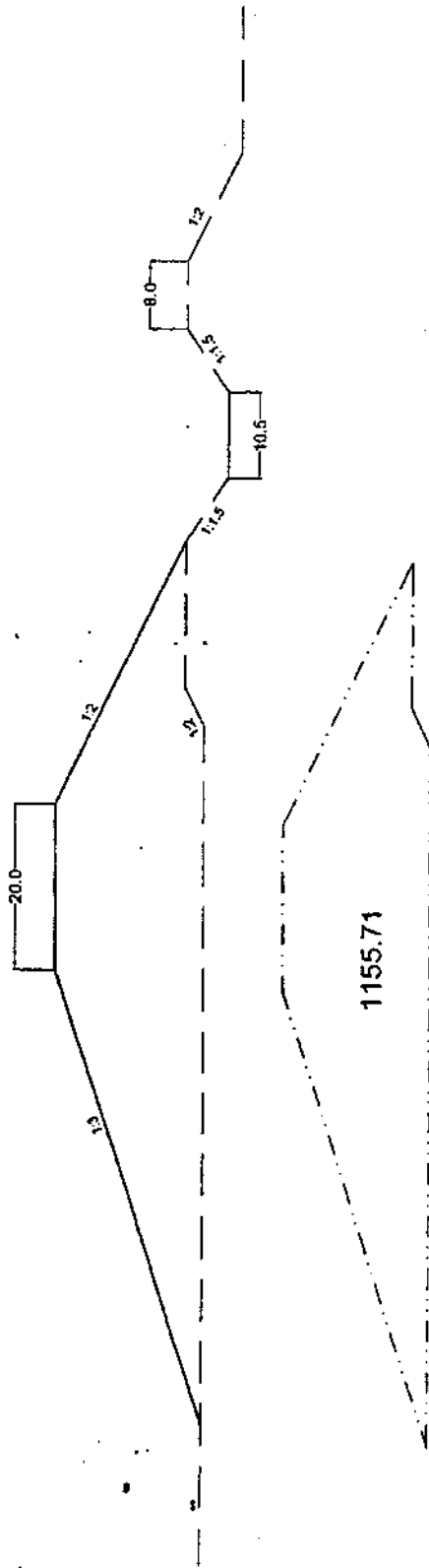


DESIGN R.L		68.57	68.57	-31.94	68.57	68.57	52.60	0.00	52.60	47.50	47.50	12.90	47.50	18.15	52.60	52.60	33.80	48.80	46.10
DISTANCE				-106.75															
EXISTING R.L				50.30															
DISTANCE				-123.89															

Handwritten Signature
SUB ENGINEER

Handwritten Signature
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 24+500

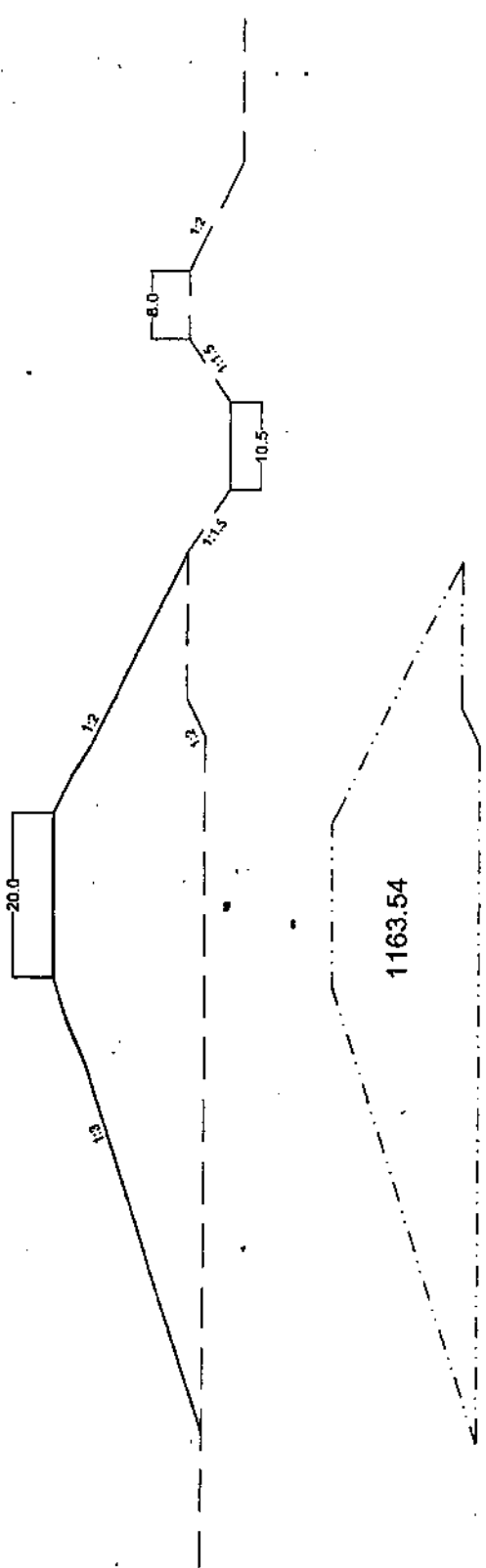


DESIGN R.L	50.20	68.54	-52.08	68.54	-32.08	50.20	-22.60	-18.00	52.50	0.00	52.50	7.66	47.40	47.40	12.90	47.40	18.15	47.40	25.80	52.50	33.80	52.50	46.80	46.00	64.88
DISTANCE	-107.10																								
EXISTING R.L	50.20																								
DISTANCE	-123.89																								

SUB ENGINEER


[Signature]
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 25+000

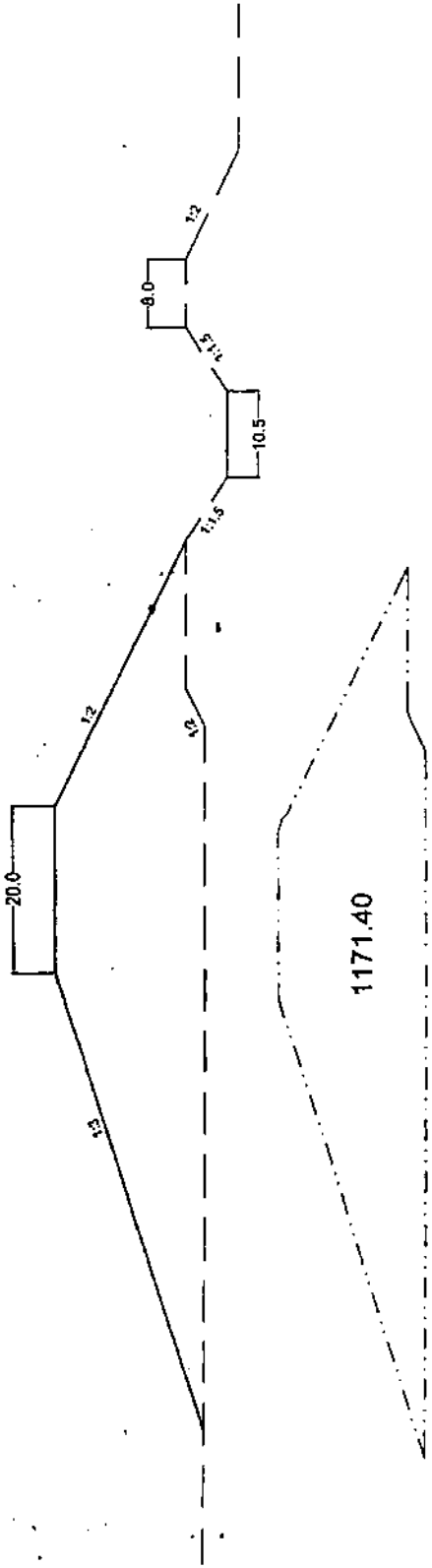


DESIGN R/L	52.40	68.51	-32.22	68.51	-52.22	50.10	-107.45	50.10
DISTANCE	0.00	52.40	-18.00	52.40	-22.60	50.10	-123.89	50.10
EXISTING R/L	64.88	46.80	45.90	33.80	52.40	18.15	47.30	47.30
DISTANCE	45.90	45.90	52.40	25.80	52.40	47.30	47.30	7.85


 SUB ENGINEER


 Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 25+500

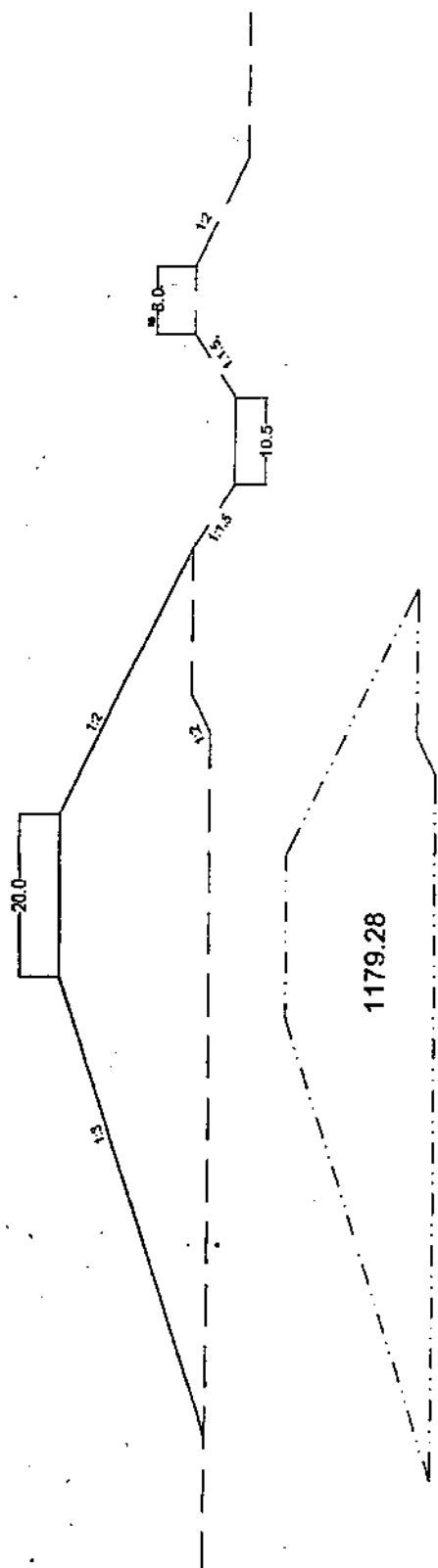


DESIGN R/L	52.30	0.00	52.30	0.00	-22.60	50.00	-18.00	52.30	0.00	52.30	47.20	47.20	47.20	25.80	33.80	46.80	64.80
DISTANCE	68.48	-32.36	68.48	-52.36	68.48	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
EXISTING R/L																	
DISTANCE																	

[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jharruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 26+000

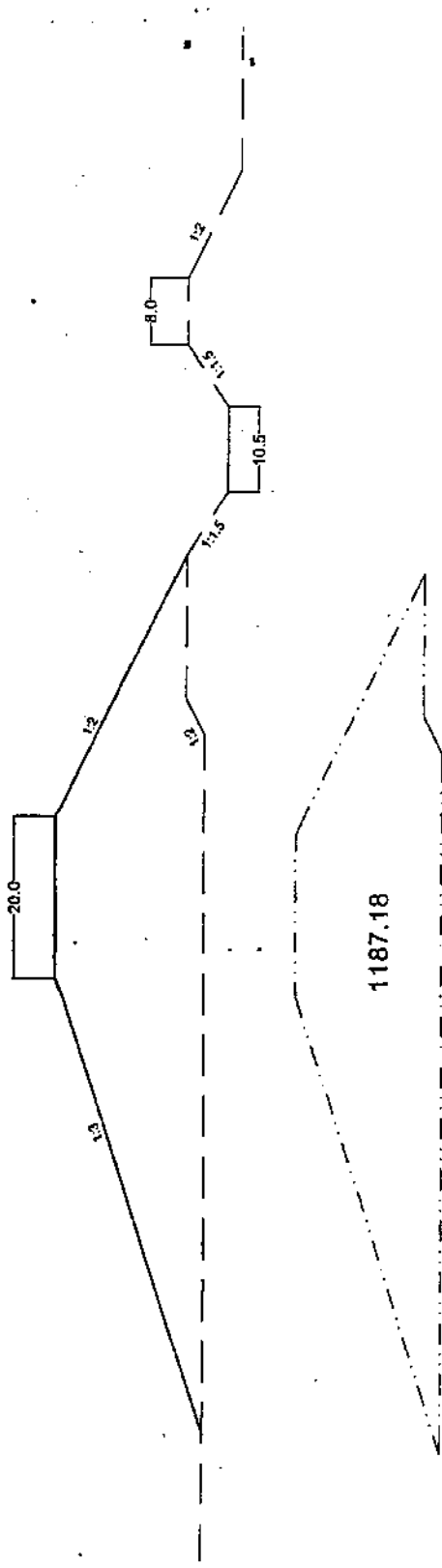


DESIGN R.L																							
DISTANCE																							
EXISTING R.L																							
DISTANCE																							


SUB-ENGINEER
[Signature]

Assistant Executive Engineer
Jharruck Sub Division
[Signature]

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 26+500

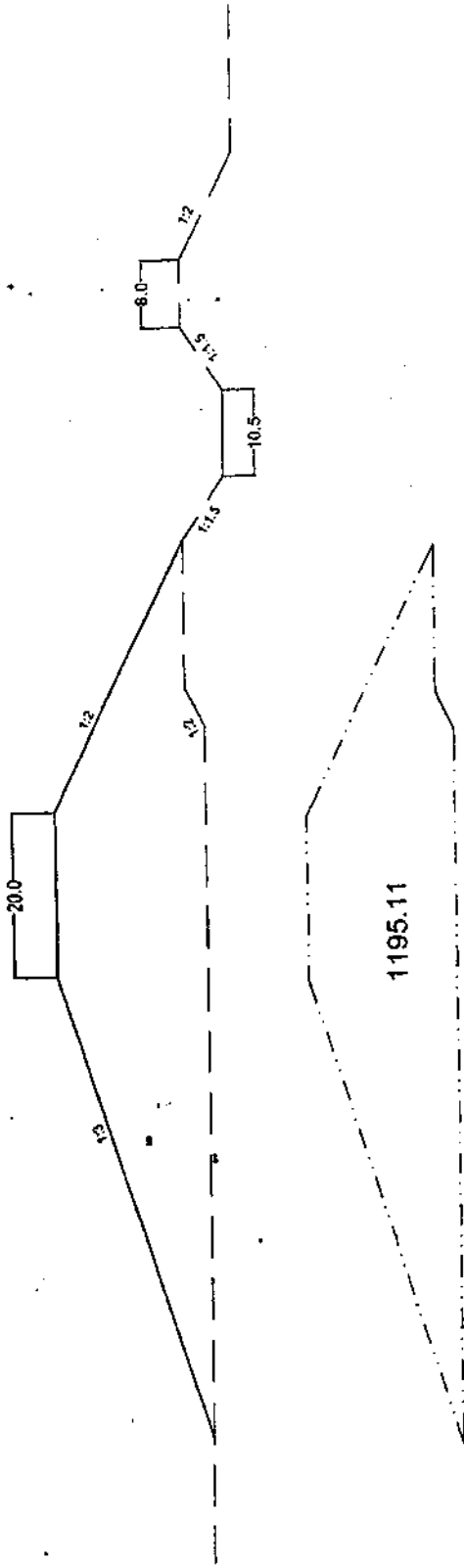


DESIGN R.L		52.10	0.00	52.10	52.10	47.00	47.00	47.00	47.00	47.00	25.80	33.80	46.80	64.88
DISTANCE	49.80	-108.50	58.42	-52.64	58.42	-32.64	58.42	-18.00	49.80	52.10	-22.60	-18.00	52.10	0.00
EXISTING R.L														
DISTANCE														


 SUB ENGINEER


 Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
 AT RD 27+000

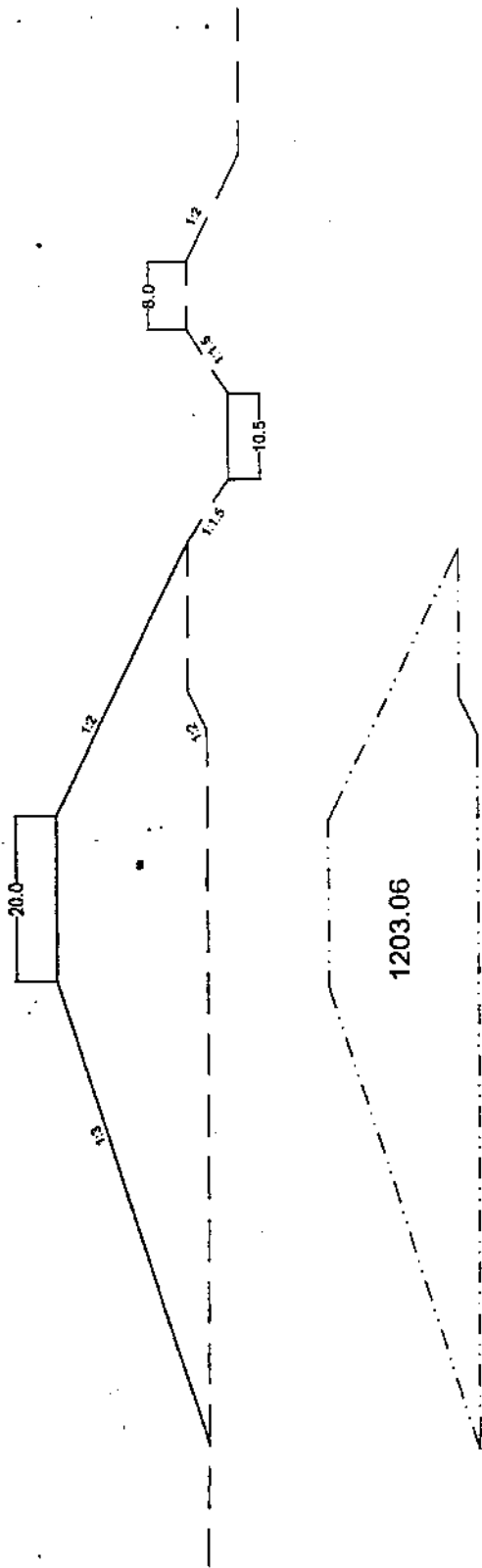


DESIGN R.L	DISTANCE	EXISTING R.L	DISTANCE
52.00	0.00	52.00	0.00
52.00	52.00	52.00	52.00
52.00	104.00	52.00	104.00
52.00	156.00	52.00	156.00
52.00	208.00	52.00	208.00
52.00	260.00	52.00	260.00
52.00	312.00	52.00	312.00
52.00	364.00	52.00	364.00
52.00	416.00	52.00	416.00
52.00	468.00	52.00	468.00
52.00	520.00	52.00	520.00
52.00	572.00	52.00	572.00
52.00	624.00	52.00	624.00
52.00	676.00	52.00	676.00
52.00	728.00	52.00	728.00
52.00	780.00	52.00	780.00
52.00	832.00	52.00	832.00
52.00	884.00	52.00	884.00
52.00	936.00	52.00	936.00
52.00	988.00	52.00	988.00
52.00	1040.00	52.00	1040.00
52.00	1092.00	52.00	1092.00
52.00	1144.00	52.00	1144.00
52.00	1195.11	52.00	1195.11

[Signature]
 SUB ENGINEER

[Signature]
 Assistant Executive Engineer
 Jherruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 27+500**

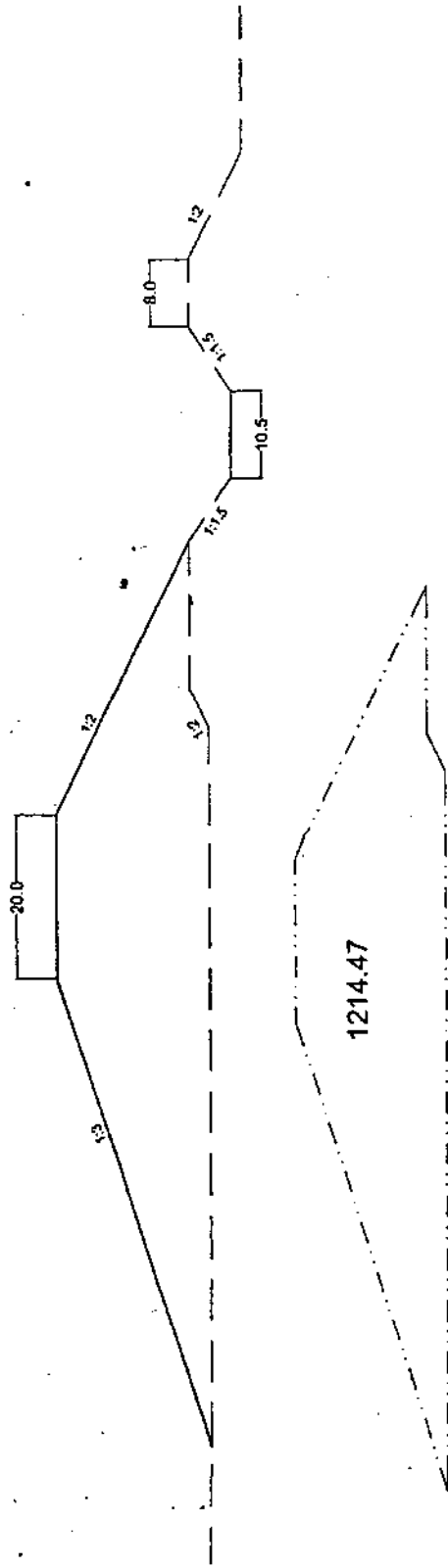


DESIGN R.L.		51.90	0.90	51.90	51.90	51.90	51.90	51.90	51.90	51.90	46.80	46.80	46.80	45.40	64.88
DISTANCE		68.36	-32.82	51.90	-18.00	-22.80	49.80	51.90							
EXISTING R.L.		49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60
DISTANCE		49.60	-52.92	68.36	-109.20	-123.88	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60	49.60

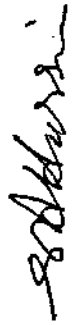
S. S. Hussain
 Assistant Executive Engineer
 Jherruck Sub Division

[Signature]
 SUB ENGINEER

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 28+000

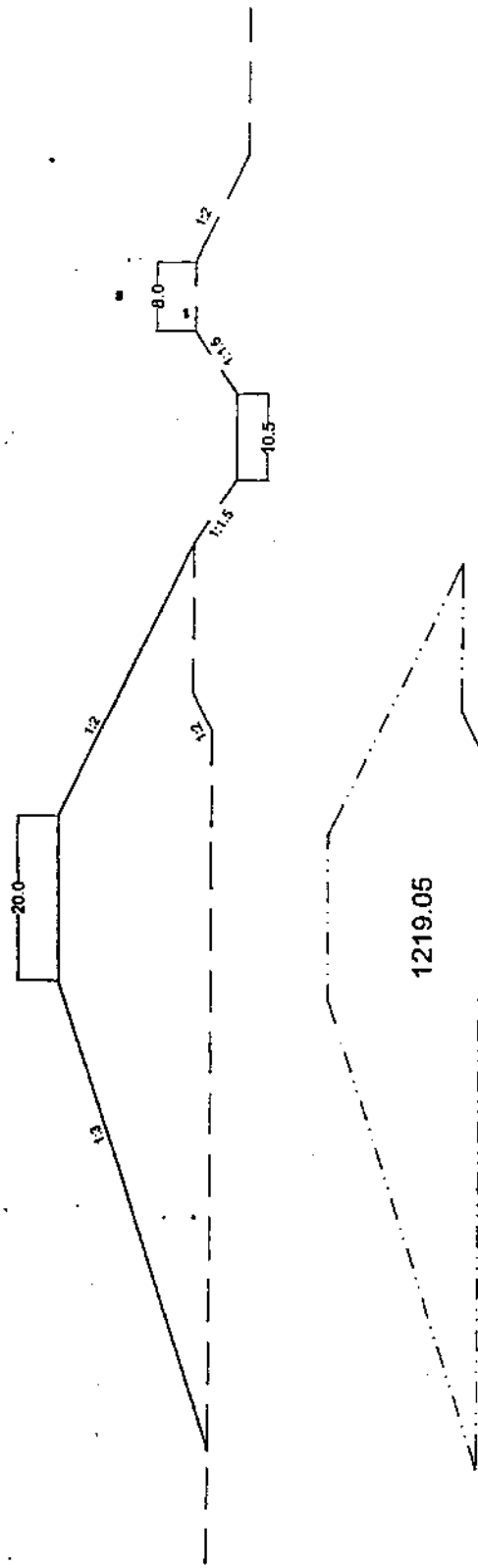


DESIGN R.L.	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80	51.80
DISTANCE	0.00	0.00	7.65	12.90	18.15	25.90	33.80	45.30	45.30	45.30	45.30	45.30	45.30	45.30	45.30	45.30	45.30	45.30	45.30
EXISTING R.L.	51.80	51.80	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70	46.70
DISTANCE	0.00	-22.80	-18.00	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50	49.50


 Assistant Executive Engineer
 Jherruck Sub Division


 JOB ENGINEER

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 28+500**

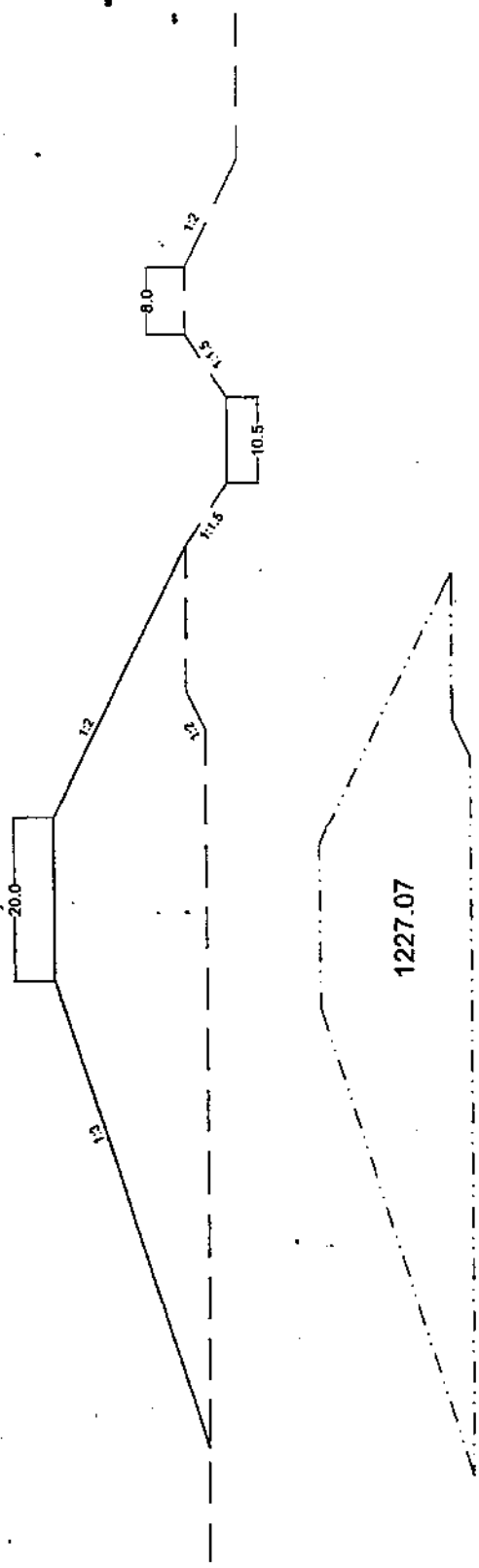


DESIGN R.L.	88.30	88.30	68.30	51.70	51.70	46.60	46.60	46.60	46.60	7.65	46.60	12.90	46.60	18.15	46.60	25.80	51.70	33.80	51.70	45.20	46.60	64.88
DISTANCE			-33.20	0.00	0.00	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70
EXISTING R.L.	49.40	49.40	-53.20	49.40	49.40	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70	51.70
DISTANCE			-109.90	-22.50	-22.50	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40	49.40

[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jherruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 29+000**

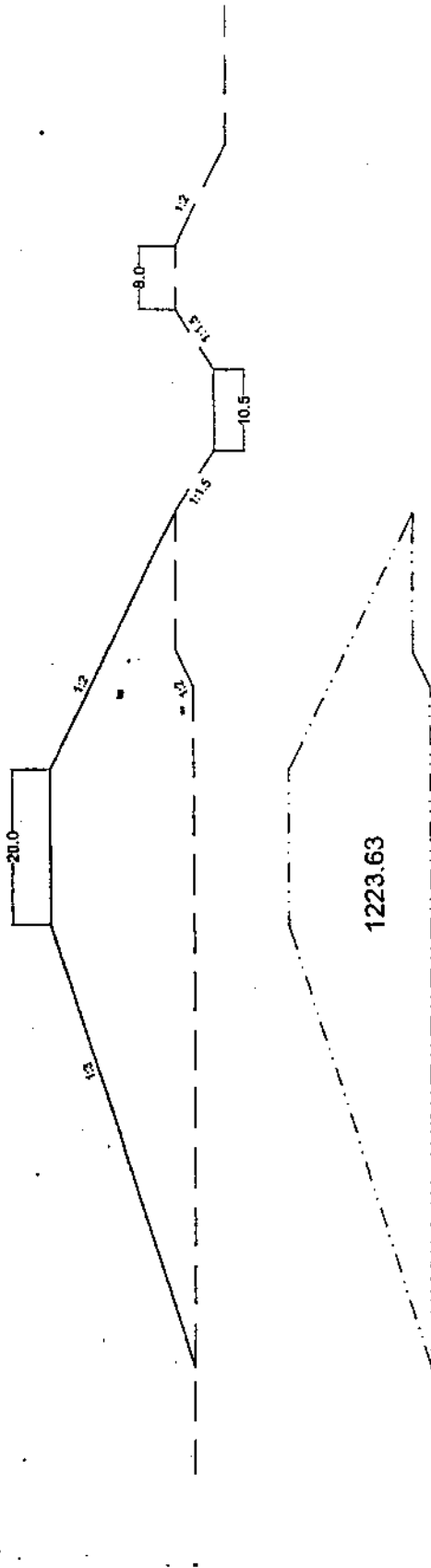


DESIGN RL				51.50		51.50	0.00	51.60	7.65	46.50	12.80	18.15	25.80	33.80	46.80	64.88
DISTANCE				51.50	49.30	51.80	0.00	51.60	46.50	46.50	46.50	46.50	46.80	46.80	46.80	45.10
EXISTING RL	49.30	-123.89	-110.25	51.50	49.30	51.80	0.00	51.60	46.50	46.50	46.50	46.50	46.80	46.80	46.80	45.10
DISTANCE																
DISTANCE																
DISTANCE																
DISTANCE																

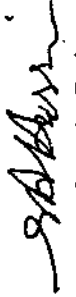
A.A. Ali
SUB ENGINEER

S.A. Hussain
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 29+500

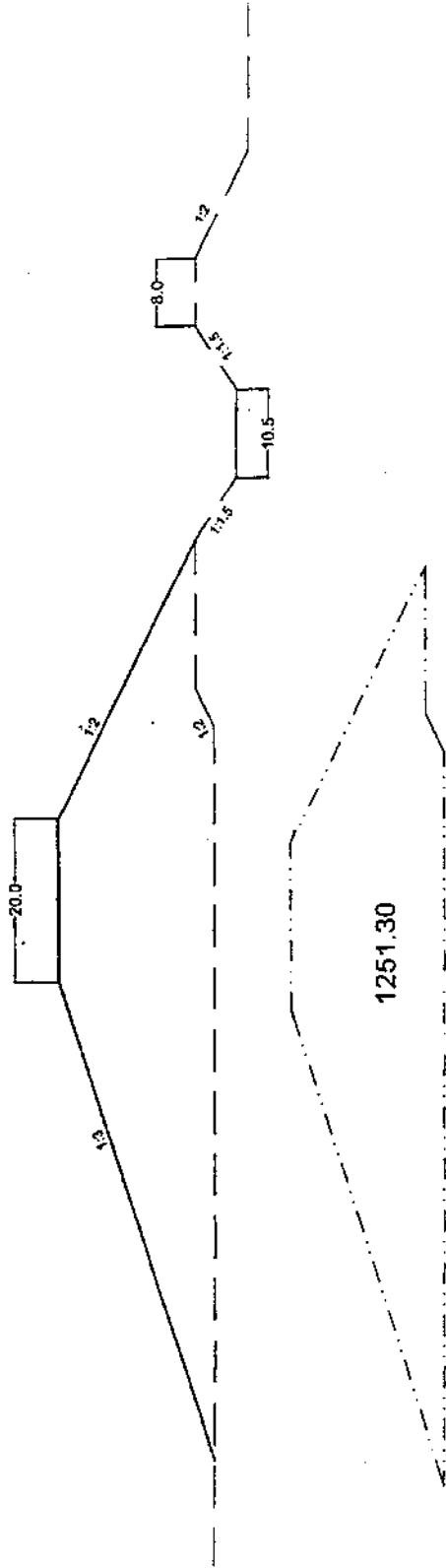


DESIGN F.L.	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60
DISTANCE		0.00	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60
EXISTING R.L.	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30	49.30
DISTANCE		-123.89	-110.10	-33.28	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24	88.24


 Assistant Executive Engineer
 Jharruck Sub Division


 SUB ENGINEER

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 30+500**

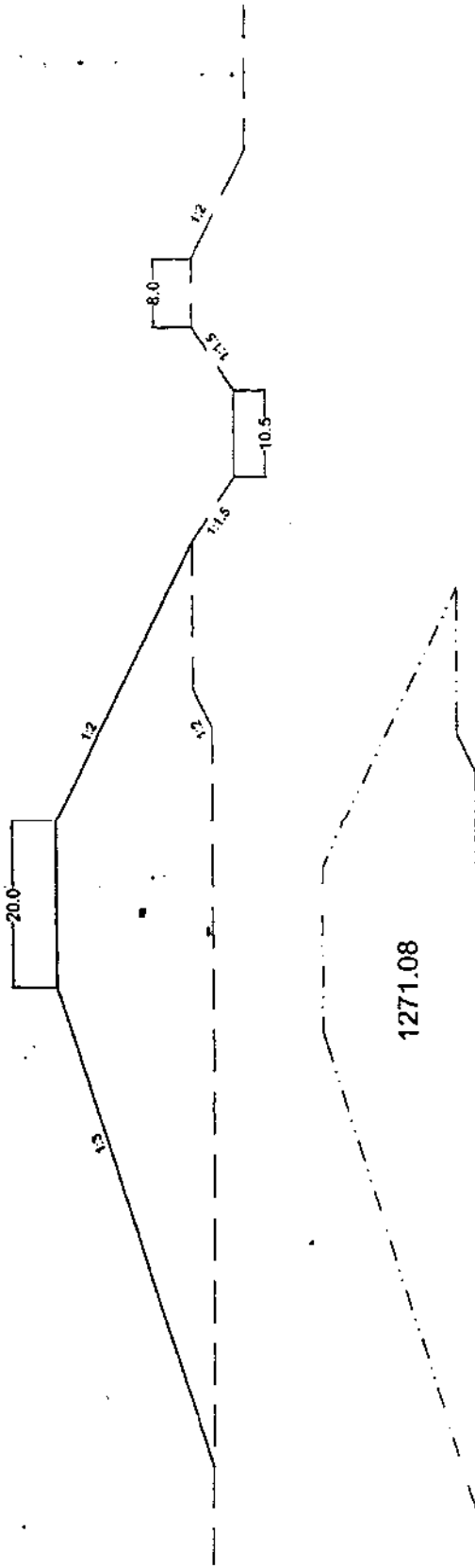


DESIGN R.L					51.30	51.30											
DISTANCE					0.00	0.00											
EXISTING R.L					51.30	51.30											
DISTANCE					-123.85	49.00											

[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jharruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 31+000**

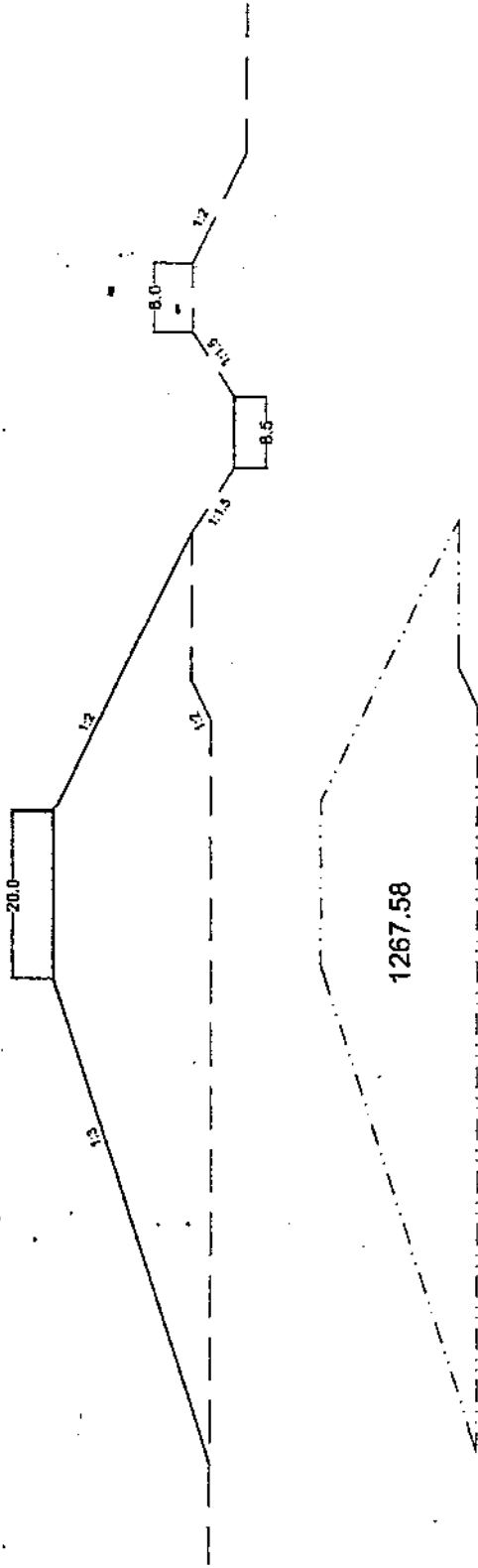


DESIGN R.L	51.10	0.00	51.10	0.00	51.10	46.00	7.65	46.00	12.90	46.00	18.15	46.00	25.80	51.10	33.80	44.50	46.80	64.88
DISTANCE		-34.10	00.15	-54.10	68.15	-112.15	48.80											
EXISTING R.L.																		
DISTANCE																		

[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jherruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 31+500**

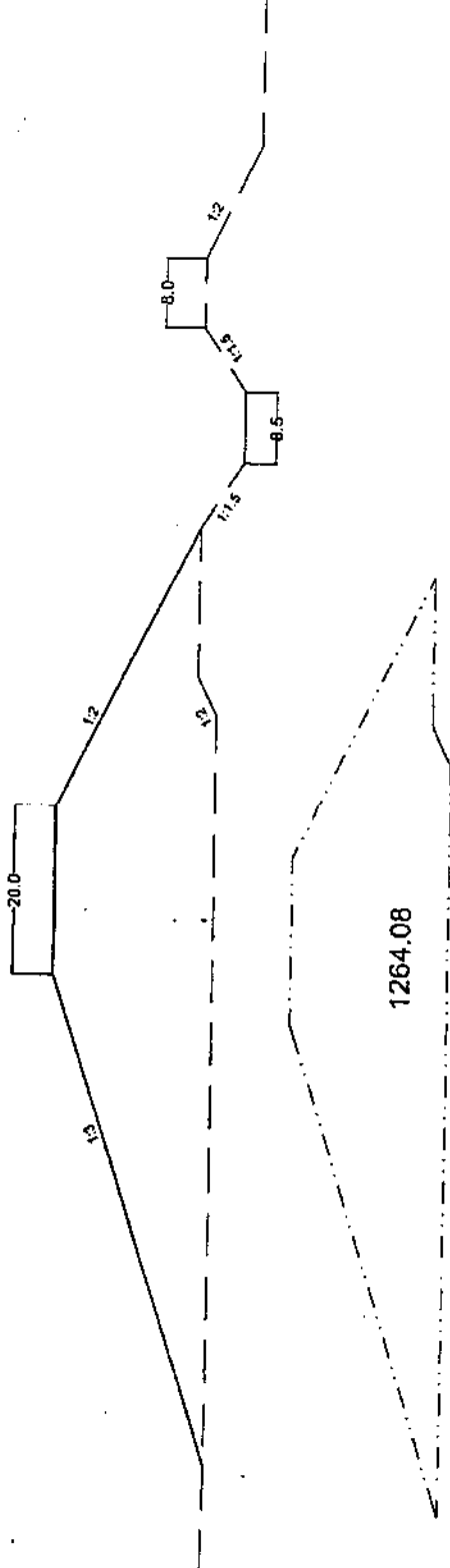


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DISTANCE	-112.00	-54.04	-34.04	0.00	0.00	51.10
EXISTING R.L	-123.88	48.80	48.80	51.10	51.10	51.10
DISTANCE	62.88	-22.80	-18.00	0.00	7.65	23.80
	44.80	44.80	44.80	48.00	48.00	48.00
	44.80	44.80	44.80	48.00	48.00	48.00
	51.10	51.10	51.10	51.10	51.10	51.10
	51.10	51.10	51.10	51.10	51.10	51.10
	51.10	51.10	51.10	51.10	51.10	51.10

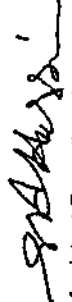
[Signature]
SUB ENGINEER

[Signature]
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 32+000

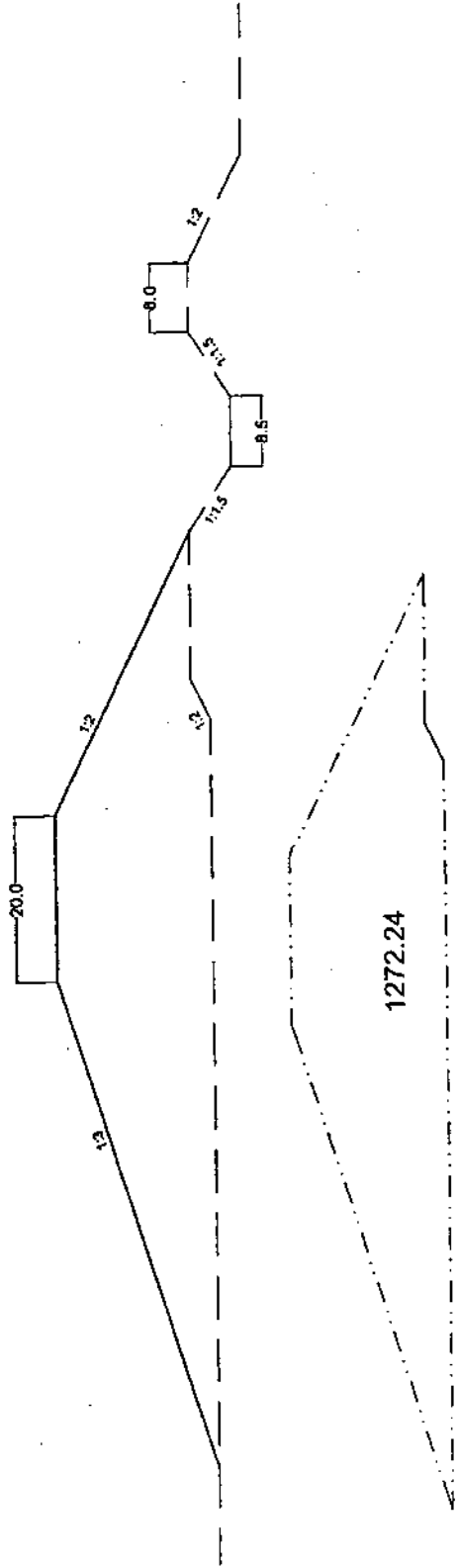


DESIGN R.L.		51.10		51.10		51.10		51.10		51.10
DISTANCE		58.09		68.09		51.10		-33.98		48.80
EXISTING R.L.				53.98		48.80		-123.89		44.80
DISTANCE		-111.85	48.80		-22.80	-18.00	51.10		0.00	62.88


 Assistant Executive Engineer
 Jherruck Sub Division


 SUB ENGINEER

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 32+500**

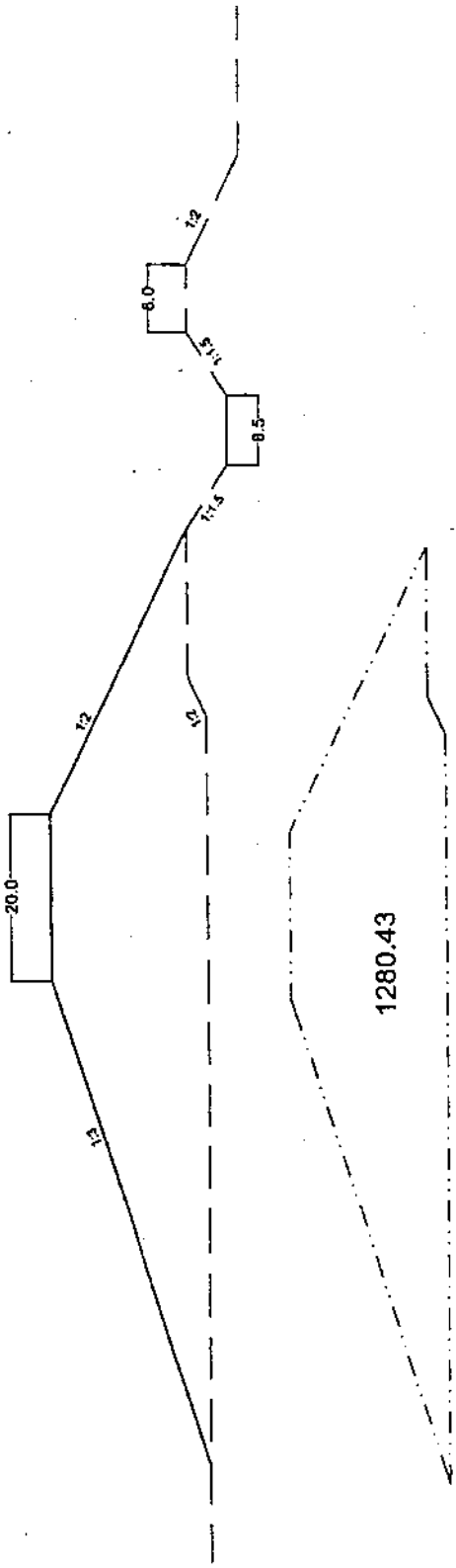


DESIGN R.L		51.00		51.00		0.00		0.00		7.65		45.80		45.90		16.15		23.80		31.80		44.80		62.88	
DISTANCE			51.00		0.00		51.00		48.70		-18.00		51.00		-34.12		68.06		51.00		-54.12		68.06		
EXISTING R.L																									
DISTANCE																									

A.H.K.
SUB ENGINEER

S. P. Khanna
Assistant Executive Engineer
Jharruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 33+000**

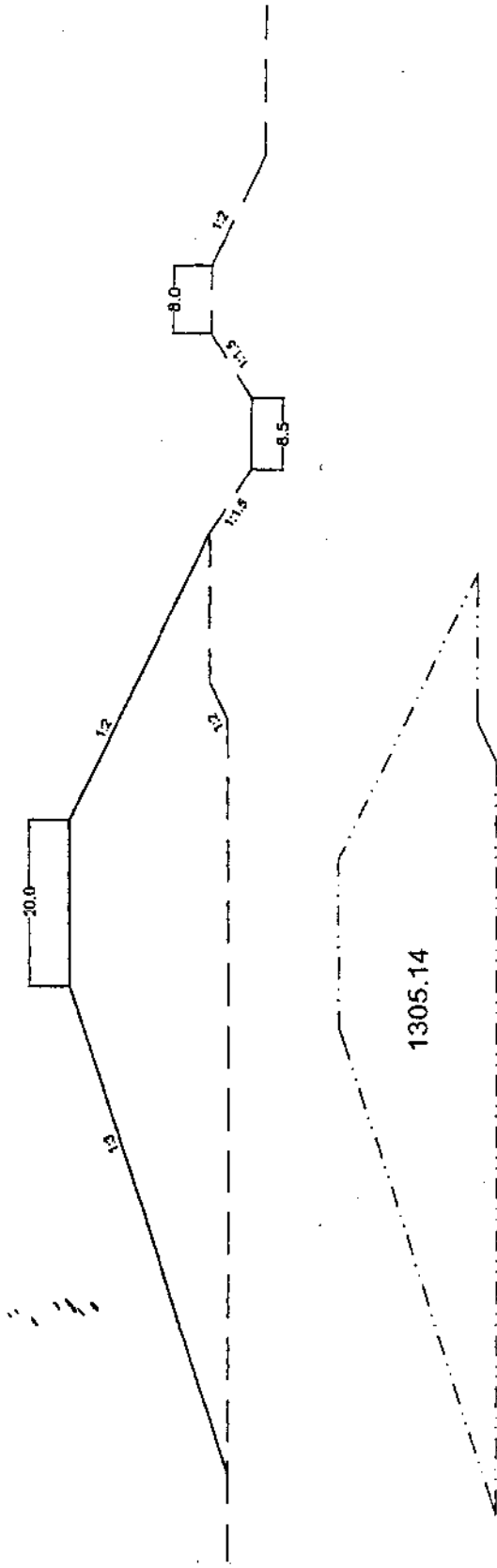


DESIGN R.L.		50.90	50.90	50.90	50.90	50.90	50.90	50.90	50.90	50.90	50.90	50.90	50.90	50.90
DISTANCE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EXISTING R.L.		50.90	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60
DISTANCE		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		68.03	68.03	68.03	68.03	68.03	68.03	68.03	68.03	68.03	68.03	68.03	68.03	68.03
		-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55	-112.55
		48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60	48.60
		44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40	44.40
		62.88	62.88	62.88	62.88	62.88	62.88	62.88	62.88	62.88	62.88	62.88	62.88	62.88

Address
SUB ENGINEER

S. S. S. S.
Assistant Executive Engineer
Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 34+500

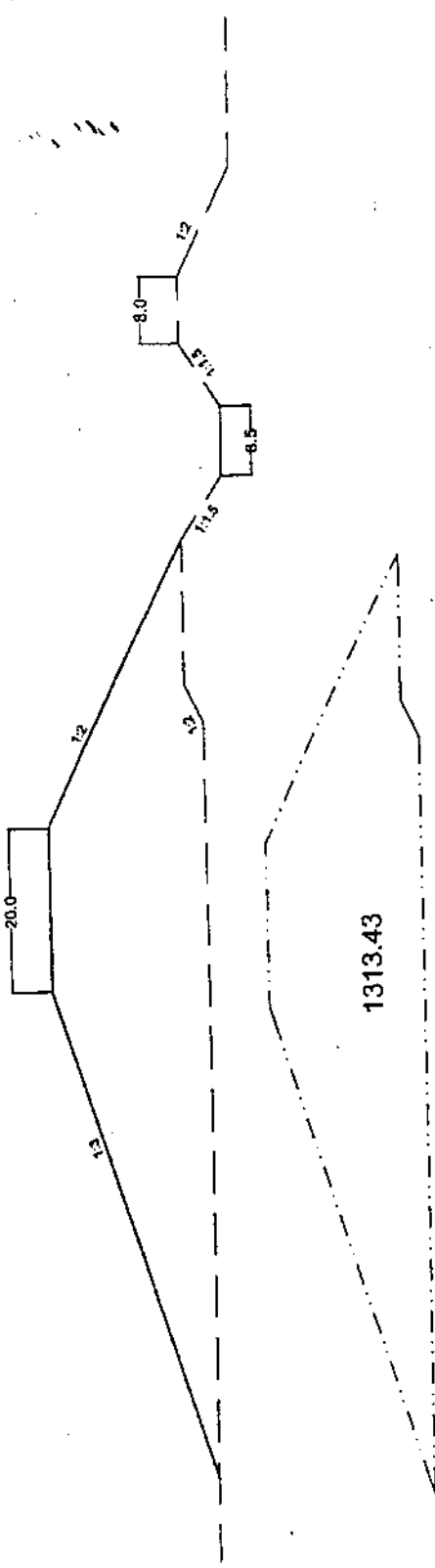


DESIGN R.L	48.30	67.94	67.94	50.60
DISTANCE	-113.60	-34.68	-54.68	0.00
EXISTING R.L	48.30	48.30	48.30	50.60
DISTANCE	-123.89	-22.60	-16.00	0.00
	48.30	48.30	50.60	50.60
	44.10	44.10	44.10	44.10
	62.88	44.80	31.80	23.80
	45.50	16.15	45.50	45.50
	7.65	45.50	45.50	45.50
	0.00	50.60	50.60	50.60

SUB ENGINEER

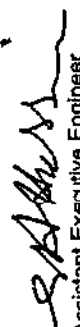
Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 35+000

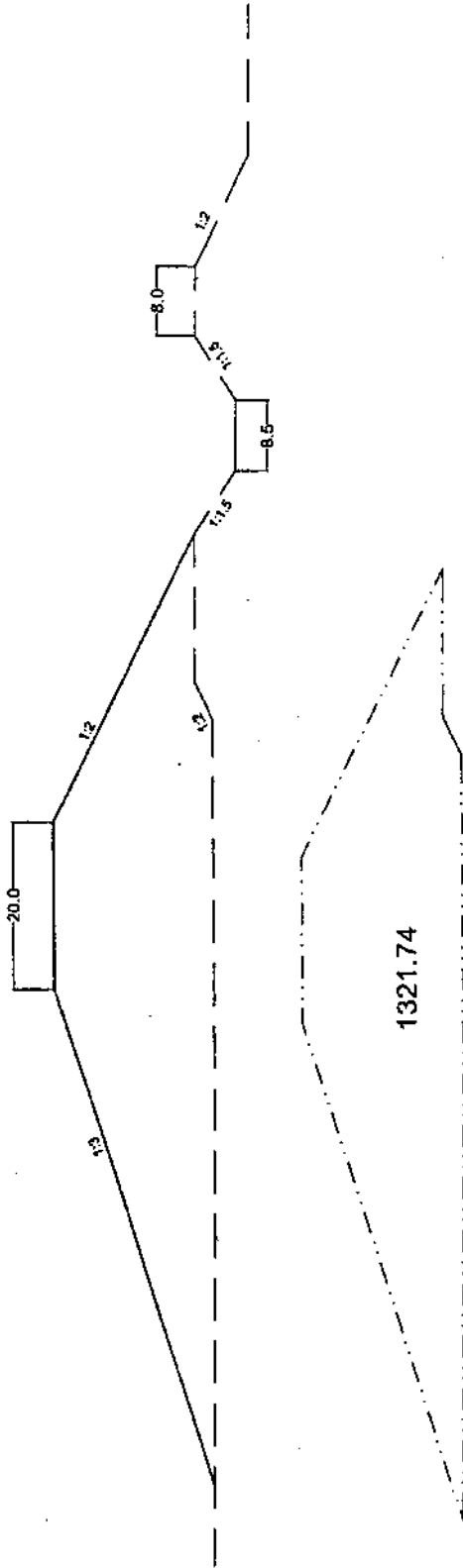


DESIGN R.L.	50.50	50.50	0.00	0.00	50.50	50.50	48.20	-18.00	50.50	44.00	31.80	23.80	16.15	11.90	7.65	45.40	45.40	44.80	62.88
DISTANCE		-34.82	67.91	67.91	-4.82	-4.82	48.20	-123.89	-113.85										
EXISTING R.L.																			
DISTANCE																			


 SUB ENGINEER


 Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 35+500

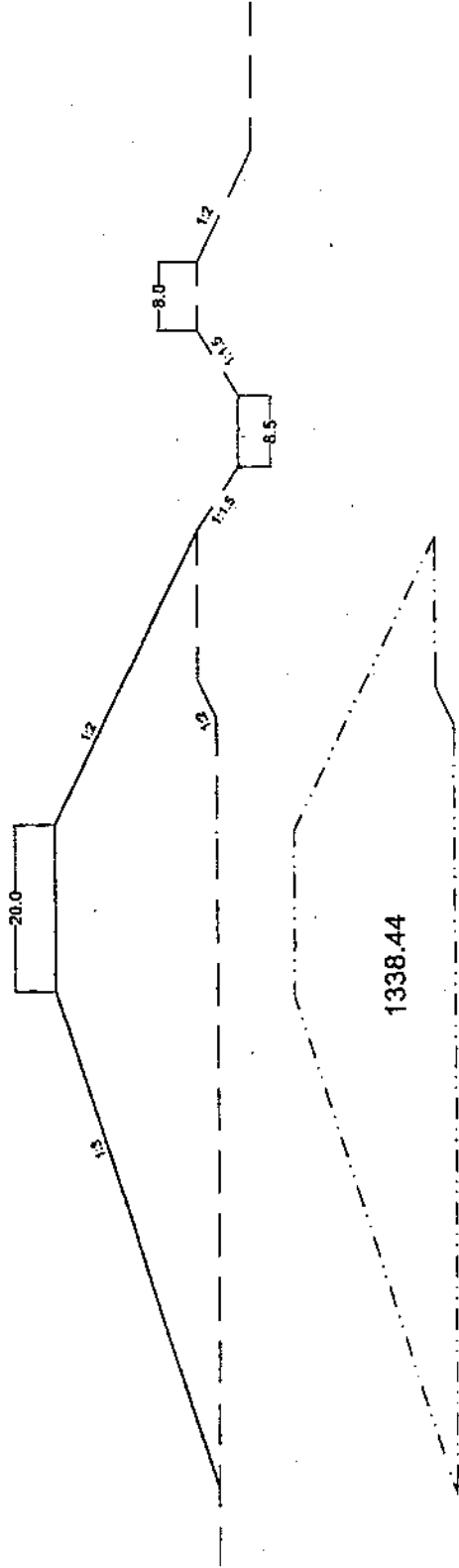


DESIGN R.L																				
DISTANCE																				
EXISTING R.L																				
DISTANCE																				

[Signature]
SUB ENGINEER


[Signature]
Assistant Executive Engineer
Jherruck Sub Division

**X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND
AT RD 36+500**

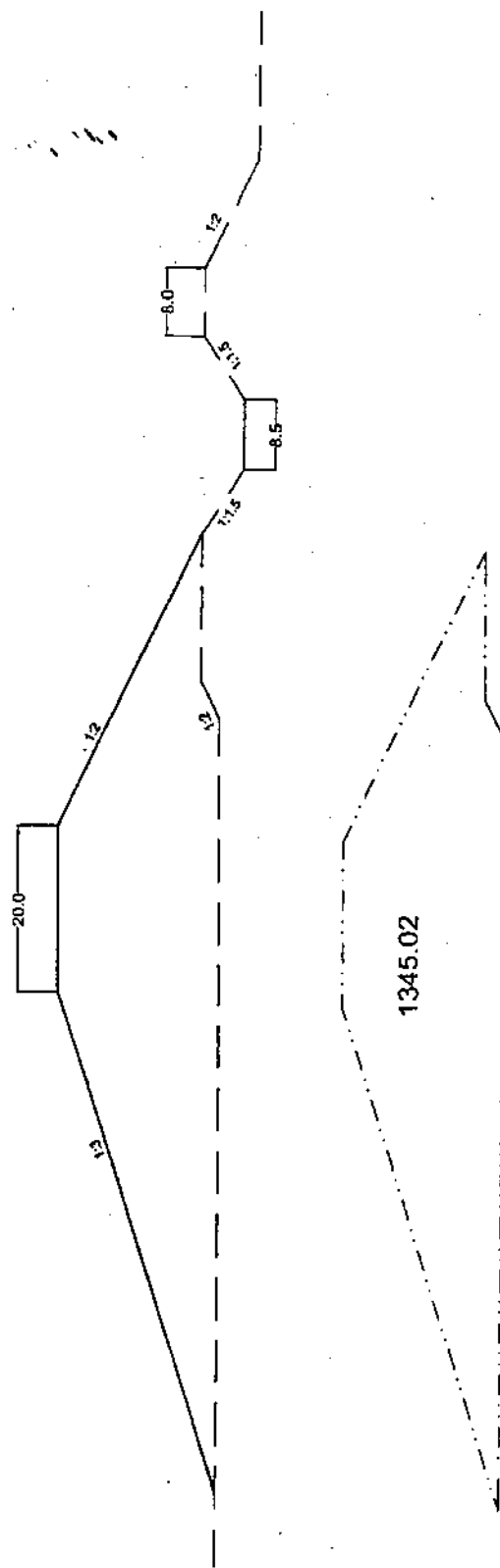


DESIGN R.L.	50.20	50.20	50.20	50.20	50.20	50.20	50.20	50.20	50.20	50.20	50.20	50.20	50.20
DISTANCE		0.00	-35.24	67.82	-55.24	67.82		-15.00	47.90	-123.89	47.90		
EXISTING R.L.		0.00	50.20	47.90	50.20	47.90	50.20	50.20	47.90	50.20	50.20	50.20	50.20
DISTANCE		0.00	-22.60	-18.00	47.90	50.20	50.20	50.20	47.90	50.20	50.20	50.20	50.20


SUB ENGINEER


Assistant Executive Engineer
 Jherruck Sub Division

X-SECTION OF NEW JHERRUCK FLOOD PROTECTIVE BUND AT RD 37+200



DESIGN R.L	47.80	67.77	-35.35	67.77	50.10	0.00	50.10	45.00	7.65	45.00	18.15	23.80	31.80	44.80	62.88
DISTANCE	-115.28	67.77	-35.35	67.77	50.10	0.00	50.10	45.00	7.65	45.00	18.15	23.80	31.80	44.80	62.88
EXISTING R.L	47.80	67.77	-35.35	67.77	50.10	0.00	50.10	45.00	7.65	45.00	18.15	23.80	31.80	44.80	62.88
DISTANCE	-123.88	47.80	-115.28	47.80	67.77	67.77	50.10	47.80	-18.00	50.10	0.00	50.10	47.80	-22.80	-18.00

SJB ENGINEER

Assistant Executive Engineer
Jherruck Sub Division

Section 6 - General Conditions of Contract

**Sindh Irrigation Department (SID), through
Executive Engineer, Kalri Baghar Division, Thatta.**

**Package No: 05
Construction of Jherruck Flood Protection Bund from Mile 0/0 to
4/4 in Kalri Baghar Division, Thatta.**

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General Conditions of Contract

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.1 hereunder.
 - (d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
 - (e) **Compensation Events** are those defined in GCC 41.1 hereunder.
 - (f) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 52.1.
 - (g) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
 - (h) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
 - (i) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
 - (j) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
 - (k) **Days** are calendar days; months are calendar months.
 - (l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
 - (m) A **Defect** is any part of the Works not completed in accordance with the Contract.
 - (n) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
 - (o) The **Defects Liability Period** is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
 - (p) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
 - (q) The **Employer** is the party who employs the Contractor to

carry out the Works, as specified in the **PCC**.

- (r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (s) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (t) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (u) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **PCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (v) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **"Party"** means the Employer or the Contractor, as the context requires.
- (y) **PCC** means Particular Conditions of Contract
- (z) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (aa) The **Project Manager** is the person named in the **PCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (bb) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to GCC 45.1.
- (cc) The **Site** is the area defined as such in the **PCC**.
- (dd) **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.
- (ee) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ff) The **Start Date** is given in the **PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (gg) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (hh) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for

construction or installation of the Works.

- (ii) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (ji) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the **PCC**.

- 2. Interpretation**
- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the **PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor's Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities (or Schedules of Prices for lump sum contracts), and
 - (i) any other document listed in the **PCC** as forming part of the Contract.
- 3. Language and Law**
- 3.1 The language of the Contract and the law governing the Contract are stated in the **PCC**.
- 4. Project Manager's Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
- 7. Subcontracting**
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the**

PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

- 9. Personnel and Equipment**
- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the Works, or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks**
- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the

PCC for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Bidder.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

17. Designs by Contractor and Approval by the Project Manager

17.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element 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.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.

17.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

- 17.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Safety**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 19. Discoveries**
- 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
- 20. Possession of the Site**
- 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
- 21. Access to the Site**
- 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 22. Instructions, Inspections and Audits**
- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall permit the SID to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the SID. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the SID.
- 23. Appointment of the Adjudicator**
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
- 24. Procedure for Disputes**
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.

- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

B. Time Control

25. Program

- 25.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 25.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 26.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Acceleration

- 27.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the

- Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 27.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 28. Delays Ordered by the Project Manager**
- 28.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 29.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 30. Early Warning**
- 30.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. Quality Control

- 31. Identifying Defects**
- 31.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- 32. Tests**
- 32.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
- 33. Correction of Defects**
- 33.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 33.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project

Manager's notice.

- 34. Uncorrected Defects** 34.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control

- 35. Contract Price** 35.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 35.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.
- 36. Changes in the Contract Price** 36.1 In the case of an admeasurement contract:
- (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 Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager 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 Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 36.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.
- 37. Variations** 37.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 37.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 37.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of

the Variation on the Contractor's costs.

- 37.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 37.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 37.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

38. Cash Flow Forecasts

- 38.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

39. Payment Certificates

- 39.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 39.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 39.3 The value of work executed shall be determined by the Project Manager.
- 39.4 The value of work executed shall comprise:
- (a) In the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) In the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 39.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6 The Project Manager 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.

40. Payments

- 40.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid

interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

- 40.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 40.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 40.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

41. Compensation Events

- 41.1 The following shall be Compensation Events:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 20.1.
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - (i) The advance payment is delayed.
 - (j) The effects on the Contractor of any of the Employer's Risks.
 - (k) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 41.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by

how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

42. Tax

42.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 44.1.

43. Currencies

43.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

44. Price Adjustment

44.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc}/\text{loc}$$

where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

A_c and B_c are coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

44.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

45. Retention

45.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the PCC until Completion of the whole of the Works.

- 45.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 52.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.
- 46. Liquidated Damages**
- 46.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 46.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 40.1.
- 47. Bonus**
- 47.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in the PCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.
- 48. Advance Payment**
- 48.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.
- 49. Securities**
- 49.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the

Certificate of Completion in the case of a bank guarantee.

- 50. Day works**
- 50.1 If applicable, the Day works rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 50.2 All work to be paid for as Day works shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 50.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.
- 51. Cost of Repairs**
- 51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

- 52. Completion**
- 52.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.
- 53. Taking Over**
- 53.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 54. Final Account**
- 54.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- 55. Operating and Maintenance Manuals**
- 55.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.
- 55.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC 55.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the PCC** from payments due to the Contractor.
- 56. Termination**
- 56.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 56.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been

authorized by the Project Manager;

- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a Security, which is required; and
- (g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **PCC**.
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 57.1.

56.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

56.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

57. Fraud and Corruption

57.1 SID requires that Borrowers (including beneficiaries of SID loans), as well as Contractors, Subcontractors, manufacturers, and Consultants under SID-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the SID:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "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;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (b) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of SID-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to SID to remedy the situation; and
- (c) will sanction a firm or an individual, at any time, in accordance with SID's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in SID-financed or SID-administered activities or to benefit from an SID-financed or SID-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

**61. Suspension of
Gcvt. Fund**

61.1 In the event that the SID suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received the SID's suspension notice.
- (b) If the Contractor has not received sums due it within the 28 days for payment provided for in GCC 40.1, the Contractor may immediately issue a 14-day termination notice.

Section 7 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract

A. General	
GCC 1.1 (q)	The Employer is Sindh Irrigation Department (SID), through Executive Engineer, Kalri Baghar Division, Thatta.
GCC 1.1 (u)	The Intended Completion Date for the whole of the Works shall be 180 Days from the start Date
GCCs 1.1 (aa) & 4.1	The Project Manager is Executive Engineer, Kalri Baghar Division, Thatta.
GCC 1.1 (cc)	The Site is D/S R.M Bund
GCC 1.1 (ff)	The Start Date shall be within 07 (seven) days of signing of the Contract.
GCC 1.1 (jj)	The Works consist Package No: 05 Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta.
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: Nil
GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of Islamic Republic of Pakistan.
GCC 8.1	Schedule of other contractors: Not Applicable
GCC 13.1	The minimum insurance amounts shall be: (a) for the Works, Plant and Materials: 110 % of the Contract Price (b) For loss or damage to Equipment: Full replacement value (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: 100% of the loss occurred (d) for personal injury or death: (i) of the Contractor's employees: PKR 100,000/- in case of the injury for each occurrence and PKR 500,000/- in case of death for each occurrence. (Occurrences unlimited) (ii) of other people: same as above The minimum deductible amount shall be the amount of the premiums charged by AA insurance company in Pakistan to cover insurance for all the items i.e. (a)-(d) under GCC 13.1 mentioned above.
GCC 14.1	Site Investigation Reports are: Not Applicable

GCC 17.1	The following shall be designed by the Contractor: Not Applicable.
GCC 20.1	The Site Possession Date(s) shall be: within 7 (seven) days of signing the Contract. The Contractor shall sign and handover the site possession certificate to the Employer.
GCC 23.1	Appointing Authority for the Adjudicator: Sindh Public Procurement Regulatory Authority (SPPRA) or Pakistan Engineering Council (PEC).
GCC 24.3	The Adjudicator shall be paid by the hour at the rate of: PKR 2000 (one thousand) The reimbursable expenses are: Transportation on actual. Economy class air travel/ land and Per Diem of PKR 25,000 per day.
GCC 24.4	Institution whose arbitration procedures shall be used: (b) Contracts with domestic contractors: Sub-Clause 24.1—Any dispute between the Employer and a domestic Contractor arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of Islamic Republic of Pakistan (Pakistan Engineering Council Rules of Conciliation and Arbitration). The place of arbitration shall be: Project Management Unit (PMU), Flood Emergency Reconstruction Project (FERP) Irrigation, Hyderabad, Sindh
B. Time Control	
GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 (seven) days from the date of the Letter of Acceptance.
GCC 25.3	The period between Program updates is 10 (ten) days. The amount to be withheld for late submission of an updated Program is PKR 75,000 (Seventy Five Thousand).
C. Quality Control	
GCC 33.1	The Defects Liability Period is: 90 (ninety) days
D. Cost Control	
GCC 43.1	The currency of the Employer's country is Pakistani Rupees (PKR)
GCC 44.1	Not Applicable
GCC 45.1	The proportion of payments retained is: 10% (ten percent) from each payment certificate.
GCC 46.1	The liquidated damages for the whole of the Works are 0.1% per day of the final Contract Price. The maximum amount of liquidated damages for the whole of the Works is 15% of the final Contract Price.

GCC 47.1	Not Applicable.
GCC 48.1	The Advance Payment shall be: 15% of the Initial Contract Price payable in PKR against a bank guarantee received within 15 days of signing of the Contract. Advance payment shall be paid to the Contractor no later than 21 days after verification that the bank guarantee in amounts and currencies equal to Advance Payment is acceptable. The Advance Payment shall be recovered at 20% from each payment certificate until fully recovered.
GCC 49.1	The Performance Security amount is 5 % (five percent) of the Initial Contract Price. Validity of performance security shall extend to at least 90 (ninety) days beyond the date of completion of contract to cover Defect Liability Period.
E. Finishing the Contract	
GCC 55.1	The date by which operating and maintenance manuals are required is Not Applicable . The date by which "as built" Drawings are required is within 25 (twenty five days) of Completion Date .
GCC 55.2	The amount to be withheld for failing to produce "as built" Drawings by the date required in GCC 58.1 is PKR 500,000 .
GCC 56.2 (g)	The maximum number of days is: 50 days
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 25 % (twenty five Percent) .
64. Staff and Labor	<p>64.1 To the extent possible, taking into consideration efficiency, economy and timely completion of the works to be carried out under the Contract, the Contractor is encouraged to (i) apply labour-intensive techniques, (ii) engage the services of female workers and vulnerable group workers in the vicinity of the site.</p> <p>64.2 The Contractor shall pay equal wages and benefits for men, female and vulnerable group workers for work of equal value.</p> <p>64.3 The Contractor shall (a) provide and maintain all necessary welfare facilities to the staff, (b) provide separate sanitary, secured facilities for female workers, and (c) provide appropriate sanitary, easily accessible and secured facilities for the disabled / vulnerable group workers.</p> <p>64.4 The Contractor shall disseminate information at worksites on the risks of sexually transmitted diseases and human immunodeficiency virus/acquired immunodeficiency syndrome of those employed during construction and take measures to protect works from potential exposure to sexually transmitted diseases.</p> <p>64.5 The Contractor shall abstain from child labor.</p>

65. Registration	<p>65.1 Upon receipt by the Contractor of the notice on award of Contract, the Contractor shall register, if not already so registered, with the Pakistan Engineering Council (PEC) in the relevant category. Signing of the Contract shall be contingent on submission by the Contractor to the Employer of the proof of its registration with the PEC. The Contractor's registration with the PEC shall remain valid until the date of fulfillment of all its obligations under the Contract.</p> <p>65.2 Within 30 (thirty) days of signing of the Contract, the Contractor shall provide evidences of its registration, where required under the law, with Income Tax Department.</p>
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Section 8 - Contract Forms

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *date*

To: *name and address of the Contractor*

Subject: *Notification of Award Contract No.*

This is to notify you that your Bid dated *date* consisting of the Technical and Price Bids for execution of the **“Package No: 05. Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta”**.

for the Accepted Contract Amount of the equivalent of *amount in numbers and words Pak Rupees* as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section 8 (Contract Forms) of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency: **Sindh Irrigation Department (SID), through Executive Engineer, Kalri Baghar Division, Thatta.**

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of, between **Sindh Irrigation Department (SID) through, Executive Engineer, Kalri Baghar Division, Thatta.**

(hereinafter "the Employer"), of the one part, and *name of the Contractor.* (hereinafter "the Contractor"), of the other part:

WHEREAS the *Employer* desires that the Works known "**Package No: 05. Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta Shah**".

"should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - the Letter of Acceptance
 - the Letters of Technical Bid and Price Bid
 - the Addenda Nos *insert addenda numbers if any.*
 - the Particular Conditions
 - the General Conditions;
 - the Specification
 - the Drawings;
 - the completed Schedules,
 - the cash flow projections; and
 - the environment management plan (EMP)
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, 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 Agreement to be executed in accordance with the laws of Islamic Republic of Pakistan on the day, month and year indicated above.

Signed by

for and on behalf of the Employer
in the presence of
Witness, Name, Signature, Address, Date

Signed by

for and on behalf the Contractor
in the presence of
Witness, Name, Signature, Address, Date

Performance Security

..... *Bank's Name, and Address of Issuing Branch or Office*

Beneficiary: Sindh Irrigation Department (SID), through , Executive Engineer, Kalri Baghar Division, Thatta.

Date

Performance Guarantee No.:

We have been informed that *name of the Contractor* (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract* dated with you, for the **"Package No: 05. Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta"**.

(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Pak Rupees *and amount in figures* (..... *amount in words*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, **, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

.....
Seal of Bank and Signature(s)

Note

All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

1 The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.

2 Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Advance Payment Security

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: Sindh Irrigation Department (SID), through , Executive Engineer, Kalri Baghar Division, Thatta.

Date:

Advance Payment Guarantee No.:

We have been informed that *name of the Contractor* (hereinafter called "the Contractor") has entered into Contract No. *reference number of the Contract* dated with you, for the execution of **"Package No: 05. Construction of Jherruck Flood Protection Bund from Mile 0/0 to 4/4 in Kalri Baghar Division, Thatta"**,
 "(hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum **Pak rupees and amount in figures*** (*amount in words*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *name of the Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **Pak rupees and amount in figures*** (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *Contractor's account number* at *name and address of the Bank*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the .. day of .. **, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

Seal of Bank and Signature(s)

Note -All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

¹ The Guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."