

## STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

I. Name of Contractor			
2. Tender Amount			
3. Earnest Money			1
4. Tender Fee	-	 	
5. D.R No/ and Dated :			· //
6. Call Deposit No. and Dated :			

CONTRACTOR

SERVE BIDDING DOCUMENTS

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INVITATION FOR BIDS

#### INVITATION FOR BIDS

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				Bid Ref	erence No.:	
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## INSTRUCTIONS TO BIDDERS & BIDDING DATA

#### Notes on the Instructions to Bidders

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

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

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#### INSTRUCTIONS TO BIDDERS

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

#### A. GENERAL

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

#### 1.1 Scope of Bid

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

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

#### 1.2 Source of Funds

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

#### 1B.2 Eligible Bidders

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

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

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

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

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

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

#### 1B.3 Cost of Bidding

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

#### B. BIDDING DOCUMENTS

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

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

#### 1B.5 Clarification of Bidding Documents

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

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

#### 1B.6 Amendment of Bidding Documents (SPP Fules 22(2) & 22).

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

#### C. PREPARATION OF BIDS

#### 1B.7 Language of Bid

- 7.1 All documents relating to the Bid shall be in the language specified in the Contract Data.
- IB.8 Documents Comprising the Bid
- 8.1 The Bid submitted by the bidder shall comprise the following:
  - (a) Offer/Covering Letter
  - (b) Form of Bid duly filled, signed and sealed, in accordance with IB.14.3.
  - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with IB.14.3.
  - (d) Bid Security furnished in accordance with IB.13.
  - (e) Power of Attorney in accordance with IB 14.5.
  - (f) Documentary evidence in accordance with |B.2(c) & IB.11
  - (g) Documentary evidence in accordance with 'B.12.

#### 1B.9 Sufficiency of Bid

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

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

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

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

#### · IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

#### 1B.12 Documents Establishing Works' Conformity to Bidding Documents

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



#### 1B.13 Bid Security

- Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- Any bid not accompanied by an acceptable 3id Security shall be rejected by the Procuring Agency as non-responsive.
- The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.
- 1B.14 Validity of Bids, Format, Signing and Submission of Bid
- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### D. SUBMISSION OF BID

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

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

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#### E. BID OPENING AND EVALUATION

#### 1B.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

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

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

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

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

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

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



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

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

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

#### (B) Minor Deviations

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

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

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

#### 16.8 Evaluated Bid Price

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

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

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

#### 1B.17 Process to be Confidential

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

#### F. AWARD OF CONTRACT

#### 1B.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
  - Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.
- IB.19 Award Criteria & Procuring Agency's Right
- 19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.
- 19.2 Not withstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).
- 111.20 Notification of Award & Signing of Contract Agreement
- 20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).
- 20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Lidding Documents, Incorporating all agreements between the parties.
- 20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ----% of bid price(updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

#### 1B.21 Performance Security

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

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



## **BIDDING DATA**

(This section should be filled in documents.)	by the procuring agency before issuance of the biddir
(a). Name of Procuring Agency:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION
SUJAWAL	
(b). Brief Description of Works:-	REPAIR, MAINTENANCE AND PAINTING OF GATES GEARING OF OUTFALL REGULATORS
(c). Procuring Agency's Address:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL
(d). Estimated Cost:-	
(e). Amount of Bid Security:-	
(f). Period of Bid Validity:-	
(g). Security Deposit (including Bid S	Security):- <u>02 %</u>
(h). Percentage, if, any to be deducted	d from bills:- 7.5 %
(i). Deadline for submission of bids a	along with time:
(j). Venue, Time and Date of Bid Ope	ening:- <u>Sujawal</u> ,
(k). Time for Completion from written	n order of commence:-
(l). Liquidity Damages:- 0.05 %	Per Day
(m). Deposit Receipt No.	Date. Amount.

CONTRACTOR

#### **BIDDING DATA**

(This section should be filled in by the Engineer / procuring agency before issuance of the bidding documents. The following specific data for the works to be tendered shall complement, amend or supplement the provisions in the instructions to bidders. Wherever there is a conflict, the previous herein shall prevail over those in the instructions to bidders.)

Instructions to Bidders Clause Reference

1.1. Name of Procuring Agency:-

EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL

Brief Description of Works:-

REPAIR, MAINTENANCE AND PAINTING OF GATES & GEARING OF OUTFALL REGULATORS

5.1 (a) Procuring Agency's Address:-EXECUTIVE ENGINEER SUIAWAL DRAINAGE DIVISION SUIAWAL

(b) Engineer's Address:-

Sujawal Drainage Division Sujawal

- 10.3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made Pak Rupees.
- 11.2 The Bidder has financial, Technical and Constructional capability necessary to perform the contracts as follows:
  - Financial Capacity
  - ii. Technical Capacity
  - iii. Construction Capacity

CONTRACTOR

12.1	characteristics.	essential, technical and performance
	(b) Complete set of technical information drawings as required in accordance with Schedinclude but not be limited to a sufficient catalogues, illustrations and such other information the significant characteristics such as general relevant information about the works to be perfectly.	dule B, Specific works data. This will number of drawings, photograph, ation as necessary to illustrate clearly construction dimensions and other
13.1	Amount of Bid Security	
	2% of bid Amount	
14.1	Period of Bid Validity	
	365 Days	
14.4	No. of Copies of the Bid to be submitted	
	01 Original Plus 01 Copy	
14.6 (a)	Procuring Agency's Address for the purpose of	Bid Submission
	Sujawal Drainage Division Sujawal	
15.1	Deadline for submission of Bids	
	Time	
	Venue, Time & Date of Bid opening	4
	Date:	
	Venue: Time	

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

and performance

#### 16.4 Responsiveness of Bids

- Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract / Price adjustment,
- (iii) Completion period offered is within specified limits,
- Bidder is eligible to bid and possess the requisite experience, capability and qualification,
- (v) Bid does not deviate from basic technical requirements,
- (vi) Bids are generally in order e.t.c.

#### Procurement agency can adopt either of two options. (Select either of them)

- (a) Fixed Price Contract: In case these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 Months.
- (b) Price Adjustment Contract: In these contracts escalation will be paid only on those items and in the manner as notified by the finance department, Government of Sindh, after bid opening during currency of the contract.

CONTRACTOR

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

#### FORM OF BID (LETTER OF OFFER)

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

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

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

Dated this	day of	ſ, 20	)	
Signature				
in the capacity of		duly authorized to	sign bid for and	on behalf of
Name of Bidder i	n Block Capitals)	<del>-</del> ' > ' '		
*		3. P. s	(Seal)	
Address				
		F		#
Witness:				
(Signature)				
Name:				i)
Address:				

#### ISCHEDULES TO BID INCLU. E THE FOLLOWING:

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

#### SCHEDULE - A TO BIO

#### SCHEDULE OF PRICES

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

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

#### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

#### 2. Description

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

#### 3. Units & Abbreviations

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

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

#### 4. Rates and Prices

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

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

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

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

\*(Procuring Agency may modify as appropriate)

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

#### 5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

#### Provisional Sums and Day work

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



# FORM OF BID AND SCHEDULES TO BID

### FORM OF BID

(Letter of Offer)

Bid Reference No:-

REPAIR & MAINTENANCE OF DRAINS

To:

Executive Engineer Sujawal Drainage Division Sujawal.

Gentlemen,

7				
	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos			
	Documents including Addenda thereto for the Total Bid Price of Rs			
	as may be ascertained in accordance with the said Documents.			
	We understand that all the Schedules attached hereto form part of this Bid.			
	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs.			
	Rupees			
	drawn			
	in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.			
	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.			
	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract			
	Data.			

CONTRACTOR

Unless and until a formal Agreement with your written acceptance thereof,	VALUE CONTRACTOR OF THE PARTY O	
We undertake, if our Bid is accepted,		
to in Conditions of Contract for the du		
We understand that you are not bound	. 370	1
receive.	to accept the	lowest of any old you may
We do hereby declare that the Bid is r	nade without a	ny collusion comparison of
figures or arrangement with any other		2000 (B. ) 2000 (1920 H. 1920
Works.	F	
Dated this		
(		
Signature		The state of the s
in the capacity of <b>Contractor</b> duly au	thorized to sig	n bid for and on behalf of
M/s	1	
(Name of Bidder in Block Capitals)		(Seal)
4.11		
Address:		
Witness:		
11.1110000		
Signature		£
SignatureName: M/s.		
SignatureName: M/s		
	6 (1)	

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

BILL NO.	DESC	CRIPTION		TOTAL AMOUNT (RS)
	<u> </u>			1
	1	k -	=	
	A. Civil Work (A+B+C+D+E+F+G)	7		Rs.
	Add % Above / Below Rs.			Rs
2				
	B. Electrical Items (A+B+C+D+E+F+G)			Rs
	C. Mechanical Item (A+B+C+D+E+F+G)			Rs
			3	
	Total Bid Price			

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#### SCHEDULE OF PRICES

Item No.	Description	Unit	Rate Quoted by Contractor
	REPAIR, MAINTENANCE AND PAINTING		
	OF GATES & GEARING OF OUTFALL		
	<u>REGULATORS</u>		
1	Cotton Waste		1
2	Painting of Gauge Pillar	7	
3	Red Oxide Paint 3.64 Ltr Tin (Burger)		
4	Black Bituman (Burgar)	M	
5	Oil Paint 3.64 Ltr: in different colors	N. J. L. L. L.	
6	Distemper Paint 3.64 Liter in differenct colors		1
7	Universal Brush 3' Dia		
8	Universal Brush 4' Dia		
9	Ammential Paint (Burger)		1
10	Universal Brush 5' Dia		
11	Sand paper		
12	Wire Brush		
13	Supplying Steel Rope for Regulator Gates		
14	Supply RD Stone / Floor Stone Size		
15	Supply of Mile Stone	-	¥:
16	Gate Lock		
17	Supplying Nut 10 mm		
18	Supplying Nut 5 mm		
19	Supplying Channel Peti		
20	Supplying Rope Clip		
21	Supplying Shutter Sheet		
22	Removing Weed Growth / Pan cutting from Bed Berm slopes bank i/c hurning etc	-	

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SCHEDULE - B TO BID

#### \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

#### SCHEDULE - C TO BID

#### WORKS TO BE FERFORMED BY SUBCONTRACTORS\*

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

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

Statement of similar works previously executed. (attach evidence)

#### Note:

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

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



#### PROPOSED PROGRAMME OF WORKS

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

#### SCHEDULE - E TO BID

#### METHOD OF PERFORMING WORKS

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

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



#### (INTEGRITY PACT)

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 19.00 MILLION OR MORE)

Contract No.	Dated	
Contract Value:		
Contract Title:		
or induced the procuren benefit from Governmen	nent of any contract, it of Sindh (GoS) or an	tractor] hereby declares that it has not obtained right, interest, privilege or other obligation or by administrative subdivision or agency thereof GeS) through any corrupt business practice.
warrants that it has ful anyone and not given o or outside Pakistan eit including its affiliate, a sponsor or subsidiary, whether described as co the procurement of a	ly declared the broker or agreed to give and si her directly or indire- ingent, associate, broke any commission, ground consultation fee or other contract, right, interes- from Procuring Agency	regoing, [name of Contractor] represents and rage, commission, fees etc. paid or payable to shall not give or agree to give to anyone within cetly through any natural or juridical person, or, consultant, director, promoter, shareholder, ratification, bribe, finder's fee or kickback, revise, with the object of obtaining or inducing st, privilege or other obligation or benefit in cy (PA) except that which has been expressly
make full disclosure of	all agreements and ar with PA and has not	ty and strict liability that it has made and will rrangements with all persons in respect of or taken any action or will not take any action to on or warranty.
declaration, not making defeat the purpose of contract, right, interest,	full disclosure, misregathis declaration, representation privilege or other operiudice to any other	lity and strict liability for making any false presenting facts or taking any action likely to esentation and warranty. It agrees that any bligation or benefit obtained or procured as rights and remedies available to PA under any at the option of PA.
Supplier/Contractor/Con it on account of its cor amount equivalent to ten kickback given by [name	sultant] agrees to inde rupt business practice time the sum of any of of Contractor] as afo contract, right, interes	exercised by PA in this regard, [name of emaify PA for any loss or damage incurred by es and further pay compensation to PA in an commission, gratification, bribe, finder's fee or resaid for the purpose of obtaining or inducing est, privilege or other obligation or benefit in
		*
[Procuring Agency]		[Contractor]

CONDITIONS OF CONTRACT

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# CONDITIONS OF CONTRACT

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#### CONDITIONS OF CONTRACT

#### GENERAL PROVISIONS

#### 1.1 Definitions

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

#### The Contract

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

#### Persons

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

#### Dates, Times and Periods

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

#### Money and Payments

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

does not include any allowance for profit.

#### Other Definitions

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

#### 1.2 Interpretation

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

#### 1.3 Priority of Documents

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

14 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

#### THE PROCURING AGENCY

#### 2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

#### 3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

#### 3.1 Authorised Person

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

#### 3.2 Engineer's/Procuring Agency's Representative

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

#### THE CONTRACTOR

#### 4 | General Obligations

1

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

#### 4.2 Contractor's Representative

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

#### 4.3 Subcontracting

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

#### 14 Performance Security

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

#### DESIGN BY CONTRACTOR

#### Contractor's Design

5.

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

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

#### 5.2 Responsibility for Design

6.

6.1

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

#### PROCURING AGENCY'S RISKS

#### The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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

#### TIME FOR COMPLETION

#### Execution of the Works

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

#### 7.2 Programme

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

#### 7.3 Extension of Time

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

#### 7.4 Late Completion

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

#### TAKING-OVER

#### 8.1 Completion

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

#### 8.2 Taking-Over Notice

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

#### REMEDYING DEFECTS

#### 9.1 Remedying Defects

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

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

#### 9.2 Uncovering and Testing

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

#### 10. VARIATIONS AND CLAIMS

#### 10.1 Right to Vary

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

#### Valuation of Variations

Variations shall be valued as follows:

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

#### 10.3 Changes in the Quantities.

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

#### 10.4 Early Warning

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

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

#### 10.5 Valuation of Claims

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

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

#### 10.6 Variation and Claim Procedure

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

#### 11. CONTRACT PRICE AND PAYMENT

#### (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

#### Interim Payments

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

#### 11.4 Retention

11.3

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

#### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### DEFAULT

#### 12.1 Defaults by Contractor

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

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

#### 12.2 Defaults by Procuring Agency

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

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

#### 12.3 Insolvency

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

#### 12.4 Payment upon Termination

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

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

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

#### 13. RISKS AND RESPONSIBILITIES

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

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

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

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

#### 13.2 Force Majeure

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

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

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

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

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

#### 14. INSURANCE

#### 14.1 Arrangements

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

#### 14.2 Default

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

#### RESOLUTION OF DISPUTES

#### Engineer's Decision

15

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

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

#### Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### 16 INTEGRITY PACT

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

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

# CONTRACT DATA

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

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ions of Contract			
Procuring Agency's Drawings, if any			
(To be listed by the Procuring Agenc	לינכי		
The Procuring Agency means			
The Froeining regency means			
The Contractor means			
1	- 1		
Commencement Date means the control which shall be issued within four Agreement.			
Time for Completion	days		
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Rec	quirements for Contractor's des	ign (if any):		
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	%) of sum stated in the Letter of $i$		per day up to a maximu	
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Lan	ly Completion			5
	to limit and at a rate equivalent to mages stated in the contract data.	50% of the relevant	t limit and rate of liquid	late
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		- X		
(c)	Variation procedures:	2 1 =		
	A _ 1			
	Day work rates	(details)		
	Terms of Payments	ē.,		
Mot	oilization Advance	90 0		
(1)	Mobilization Advance up to 1 Acceptance shall be paid by works costing Rs.2.5 million of	the Procuring Agend	cy to the Contractor or	
		4.12		
		10.00		

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

OR

#### 2) Secured Advance on Materials

- The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in accordance with the Specifications for the Permanent Works:
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or demage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of withou written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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

11.2	*(a)	Valuation of the Works:	
		i) Lump sum price (details), or	
		ii) Lump sum price with schedules of rates	(details), or
		iii) Lump sum price with bill of quantities	(details). or
		iv) Re-measurement with estimated/bid quantities	in the Schedule o
		Prices or on premium above or below quo	oted on the rates
	7:	mentioned in CSR(details), or/	and
		v) Cost reimbursable(details)	

11.6	Currency of payment: Pak. R	Rupees				
14.1	Insurances: (Procuring Agence the scope of the work)	cy may-lec	ide, keepin	g in view tl	ne nature	and
			ie.			
	Type of cover					
	The Works	1				
	Amount of cover	4				
	The sum stated in the Letter of	Acceptan	ce plus fifte	en percent	(15%)	
	Type of cover					
	Contractor's Equipment:	4				
	Amount of cover	1	4 1			
	Full replacement cost	*				
	of cover					
Type	Third Party-injury to persons a	ind damage	to propert	у		
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Type (	Third Party-injury to persons a  The minimum amount of this Procuring Agency and entered Workers:  Other cover*:  (In each case name of insured Amount to be recovered Premium plus	- ird party i l). -	nsurance s	should be	ency)	by t

## STANDARD FORMS

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

# FORM OF BID SECURITY (Bank Guarantee)

				Guarantee No
				Executed on
(Lett	er by th	e Guara	antor to the Procuring Agency)	
Nam		arantor	(Scheduled Bank in Pakistan)	with
		ncipal (	Bidder) with	
Ç.,,,,	of San	with law	press in words and	
		Charles Marie Control	A. C.	
ngur				
Biá F	teferen	ce No		Date of Bid
the rounto Agen- we b	the _ ocy") in ind our	of the s	aid Principal, we the Guaranto m stated above, for the paymen our heirs, executors, administr	in pursuance of the terms of the Bid and at or above-named are held and firmly bound, (hereinafter called The "Procuring at of which sum well and truly to be made, ators and successors, jointly and severally,
subm	nitted	the	accompanying Bid numl	S SUCH, that whereas the Principal has bered and dated as above for (Particulars of Bid) to the said Procuring
Ager	icy; and	l		
that i	the Prin		urnishes a Bid Security in the	as a condition for considering the said Bid above said sum to the Procuring Agency,
( i )				a period of twenty eight (28) days beyond
. 2 .		Laconda o Figures	f validity of the bid;	
(2)	mat	in the ev	vent of;	
	(11)	the P	rincipal withdraws his Bid dur	ing the period of validity of Bid, or
	(b)		Principal does not accept the cose 16.4 (b) of Instructions to Bi	prrection of his Bid Price, pursuant to Sub- dders, or
	(0)	failu	re of the successful bidder to	
		(i)	furnish the required Perfor Clause IB-21.1 of Instruction	mance Security, in accordance with Sub- ns to Bidders, or
		(ii)	sign the proposed Contrac Clauses IB-20.2 & 20.3 of Ir	ct Agreement, in accordance with Sub- instructions to Bidders,
			197. 334	

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

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

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

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

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

	i v			Guarantor (	Bank
Witness:		1. Signa	iture		
I		2. Name	e		
- C - C - C - D		3. Title			
Corporate Secretary (Seal)		, II	Ē.,		
		j.			
(Name, Title & Address)			Corpo	orate Guaranto	r (Seal)

### FORM OF PERFORMANCE SECURITY (Bank Guarantee)

		<del></del>
2	Executed on Expiry Date	
(Letter by the Guarantor to the Procuring Agency)		
Name of Guarantor (Scheduled Bank in Pakistan) address:	with	
Name of Principal (Contractor) with address:		
Penal Sum of Security (express in words and ligures)		
Letter of Acceptance No.	Dated	
KNOW ALL MEN BY THESE PRESENTS, that Documents and above said Letter of Acceptance (I request of the said Principal we, the Guarantor about the	nereinafter called the ove named, are held a the over the	Documents) and at the and firmly bound unto ereinafter called the the payment of which d ourselves, our heirs
THE CONDITION OF THIS OBLIGATION IS accepted the Procuring Agency's above said (Name	Letter of Accep	ptance for
(Name of F	roject).	
NOW THEREFORE, if the Principal (Contractor) the undertakings, covenants, terms and conditions	of the said Docume	nts during the origina

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

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

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

4.0	
be received by us within the validity period of the discharged of our liability, if any, under this Guaran	
We	ng Agency's first written demand without ring Agency to prove or to show grounds to the amount stated above, against the ncipal has refused or failed to perform the ent will be effected by the Guarantor to
PROVIDED ALSO THAT the Procuring Agency deciding whether the Principal (Contractor) has a Contract or has defaulted in fulfilling said obligated objection any sum or sums up to the amount stated Procuring Agency forthwith and without any reference IN WITNESS WHEREOF, the above bounded Guants seal on the date indicated above, the name and conflixed and these presents duly signed by its unders	duly performed his obligations under the ions and the Guarantor shall pay without above upon first written demand from the nee to the Principal or any other person.  That is a secured this Instrument under proporate seal of the Guarantor being hereto
of its governing body.	igned representative, pursuant to authority
Witness:	Guarantor (Bank)  1. Signature  2. Name
Corporate Secretary (Seal)	3. Title
(Name, Title & Address)	Corporate Guarantor (Scal)

#### FORM OF CONTRACT AGREEMENT

Division Ghotki	(hereinafter c	alled the "I	rocuring (her	Agency") einafter ca	of the o	ne part ar Contractor
of the other part.		T				
WHEREAS the Proc	ouring Agency	is desirous	that certai	n Works, v	iz	
1		,		115		
should be executed b	with a Contract	tora di basa	scantad a	Bid by the	Contracto	or for the

NOW this Agreement witnesseth as follows:

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

CONTRACTOR

EXECUTIVE ENGINEER
HIGHWAY DIVISION
GHOTKI

59

h and year first before	written in accordance with their respecti
	Signature of the Procuring Agency
	(Seal)
ed in the presence of:	
	Witness:
<del>-,</del> ,	
	Talend Miles
	(Name, Title and Address)
1,	
1	ed in the presence of:

# MOBILIZATION ADVANCE GUARANTEE

(Letter by the Guara				Gu	arantee	No		
(Letter by the Guara				· [	Executed	on		
	intor to the	Procuring A	gency)					
WHEREAS the				1 1			therein	after
called the Pi	rocuring	Agency)	has	entered	into	a	Contract	for
- 30 30				8				
				(F	Particula	rs of	Contract),	with
1) 14 44 45 544 85 18 88 88 88 88 88			ereinafte	called the	Contrac	ctor).		
		*(						
AND WHEREAS	the Procui	ing Agency	has agr	eed to adv	vance to	the C	Contractor, at	the
Contractor's req	uest, an	amount	of	Rs.			Ru	pees
		4					Contractor as	per
provisions of the Co								
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		A 5 1	- 1					
AND WHEREAS secure the advance								
				-	ions and			l.
AND WHEREAS					ions und		Scheduled B	
AND WHEREAS (hereinafter called the Procuring Agency furnish the said Guarantee)	agreeing to			he Contra	ctor and	in coi	Scheduled B	ank) f the
(hereinafter called the Procuring Agency	agreeing to trantee. E the Gua pose of about his obliga-	rantor herely we mentione ations for w	above a by guara ed Contra hich the	the Contradvance to intees that act and if I	the Cone fails,	in contracto	Scheduled B nsideration of or, has agree or shall use ommits defau de, the Guara	ank) f the d to  the lt in

This Guarantee shall come into force as soon account of the Contractor.	as the adv ince payment has been credited to the
This Guarantee shall expire not later than	
by which date we must have received any telefax.	claims by registered letter, telegram, telex or
the understood that you will esture this Gue	rantee to as on expiry or after settlement of the
total amount to be claimed hereunder.	affect to 45 on expiry of affect settlement of the
8	
*	Guarantor (Scheduled Bank)
Witness:	
i	# Signature
Corporate Secretary (Seal)	2. Name
	3. Title
2	
•	
(Name, Title & Address)	Corporate Guarantor (Seal)

## INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given
time ).
This INDENTURE made theday of
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs
and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay
(1) That the said sum of Rupees

(2) That the materials detailed in the said Running Account Bill (B) which have been

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

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

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

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

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

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

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

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

Seal

ist witness 2<sup>nd</sup> witness

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

Seai

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

#### SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

\* Note

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

AN BIDDING DOCUMENTS

## STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

1. Name of Contractor :		
2. Tender Amount :		
3. Earnest Money :		
4. Tender Fee		
5. D.R No/ and Dated :		
6. Call Deposit No. and Dated :	- 12	11. 11. 丰美

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## STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

1. Name of Contractor	:	
2. Tender Amount		
3. Earnest Money	:	
4. Tender Fee	:	
5. D.R No/ and Dated	:	9
6. Call Deposit No. and Dated		

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INVITATION FOR BIDS

#### INVITATION FOR BIDS

		Date:
	Bid Re	ference No.:
		1 5
bids fro approp pre-qua Agency	ocuring Agency, [enter name of the proposed in the proposed firms or persons licensed by the Pakis priate category (not required for works costing Rs 2 alified (if pre-qualification is done for specific schew for the Works, [enter title, type and fire completed in [enter appropriate time period	stan Engineering Council in the 2.5 million or less) and/or duly me/project) with the Procuring nancial volume of work], which
on sub- non-ref acquire	plete set of Bidding Documents may be purchased mission of a written application to the office given fundable fee of Rupees( the Bidding Documents from the Office (Mailing Address).	below and upon payment of a Insert Amount). Bidders may
ац	(Mailing Address).	
(Rupee the for to hours, o the pre	Is must be accompanied by a Bid Security in the second of	percentage of bid price in mtee) and must be delivered ocution) at or before hours on the same day in
		1 199
	* * * * * * * * * * * * * * * * * * * *	
		[
Note: 1.	Procuring Agency to enter the requisite information	on in blank spaces
2	The bid shall be opened within one hour after	
	bids.]	
		,
sindh Public	Procurement Regulatory Authority i www.pprasindh.gov.pk	

## INSTRUCTIONS TO BIDDERS & BIDDING DATA

#### Notes on the Instructions to Bidders

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

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

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	A. GENERAL	
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#### INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (1B) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

#### A. GENERAL

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

#### 1.1 Scope of Bid

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

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

#### 1.2 Source of Funds

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

#### 1B.2 Eligible Bidders

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

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

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

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

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

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

#### 1B.3 Cost of Bidding

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

#### B. BIDDING DOCUMENTS

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

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

#### 1B.5 Clarification of Bidding Documents

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

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

#### 1B.6 Amendment of Bidding Documents (SPP Pules 22(2) & 22).

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

#### C. PREPARATION OF BIDS

#### 1B.7 Language of Bid

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

#### IB.8 Documents Comprising the Bid

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

#### 1B.9 Sufficiency of Bid

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

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

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

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

#### 1B.11 Documents Establishing Bidder's Eligibility and Qualifications

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

#### 1B.12 Documents Establishing Works' Conformity to Bidding Documents

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

#### 1B.13 Bid Security

- Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable 3id Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.

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

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

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

#### D. SUBMISSION OF BID

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

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

#### E. BID OPENING AND EVALUATION

#### 1B.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

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

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

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

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

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

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



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

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

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

#### (B) Minor Deviations

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

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

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

#### 16.8 Evaluated Bid Price

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

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





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

#### 1B.17 Process to be Confidential

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

practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

#### F. AWARD OF CONTRACT

#### IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
  - Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bid Jer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

#### 1B.20 Notification of Award & Signing of Contract Agreement

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

#### 1B.21 Performance Security

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

1B.22 Integrity Pact The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive (SPP Rule 89).

#### **BIDDING DATA**

(This section should be filled in documents.)	by the procuring agency before issuance of the bidding
(a). Name of Procuring Agency:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION
SUJAWAL	
(b). Brief Description of Works:-	Procurement of Abkalani Material / Establishment
(c). Procuring Agency's Address:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL
(d). Estimated Cost:-	
(e). Amount of Bid Security:-	
(f). Period of Bid Validity:-	
(g). Security Deposit (including Bid S	Security):- <u>02 %</u>
(h). Percentage, if, any to be deducte	d from bills:- 7.5 %
(i). Deadline for submission of bids	along with time:-
(j). Venue, Time and Date of Bid Ope	ening:- <u>Sujawal,</u>
(k). Time for Completion from writte	n order of commence:-
(1). Liquidity Damages:- 0.05 %	Per Day
(m). Deposit Receipt No.	Date. Amount.

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#### **BIDDING DATA**

(This section should be filled in by the Engineer / procuring agency before issuance of the bidding documents. The following specific data for the works to be tendered shall complement, amend or supplement the provisions in the instructions to bidders. Wherever there is a conflict, the previous herein shall prevail over those in the instructions to bidders.)

Instructions to Bidders Clause Reference

1.1. Name of Procuring Agency:-

EXECUTIVE ENGINEER SUIAWAL DRAINAGE DIVISION SUIAWAL

Brief Description of Works:-

Procurement of Abkalani Material / Establishment

- 5.1 (a) Procuring Agency's Address:-EXECUTIVE ENGINEER SUIAWAL DRAINAGE DIVISION SUIAWAL
- (b) Engineer's Address:-Sujawal Drainage Division Sujawal
- 10.3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made Pak Rupees.
- 11.2 The Bidder has financial, Technical and Constructional capability necessary to perform the contracts as follows:
  - i. Financial Capacity
  - ii. Technical Capacity
  - iii. Construction Capacity

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characteristics.
(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B, Specific works data. This will include but not be limited to a sufficient number of drawings, photograph, catalogues, illustrations and such other information as necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
Amount of Bid Security
2% of bid Amount
Period of Bid Validity
365 Days
No. of Copies of the Bid to be submitted
01 Original Plus 01 Copy
Procuring Agency's Address for the purpose of Bid Submission
Sujawal Drainage Division Sujawal
Deadline for submission of Bids
<u>Time</u>
Venue, Time & Date of Bid opening
Date:
Venue: Time

CONTRACTOR

EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL

and performance

#### 16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract / Price adjustment,
- (iii) Completion period offered is within specified limits,
- Bidder is eligible to bid and possess the requisite experience, capability and qualification,
- (v) Bid does not deviate from basic technical requirements,
- (vi) Bids are generally in order e.t.c.

#### Procurement agency can adopt either of two options. (Select either of them)

- (a) Fixed Price Contract: In case these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 Months.
- (b) Price Adjustment Contract: In these contracts escalation will be paid only on those items and in the manner as notified by the finance department, Government of Sindh, after bid opening during currency of the contract.

CONTRACTOR

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

### FORM OF BID (LETTER OF OFFER)

Bid R	eferenc	e No
	(Name	e of Works)
To:		
Gentl	emen,	
	t.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.
		and being
,		duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees ) or such other sum as may be ascertained in accordance with the said Documents.
	2.	We understand that all the Schedules attached hereto form part of this Bid.
	3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
	4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
	5.	We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	6.	Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
	7.	We undertake, if our Bid is accepted, to execute the Performance Security

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

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

Dated this	day o	ſ		, 20		
Signature						
in the capacity of		duly aut	thorized	to sign b	id for and o	n behalf of
Name of Bidder in Bloc	k Capitals)					
et .					(Seal)	
Address						
1				¥		
Witness:						100
(Signature)	To B					
Name:						
Address:						

#### ISCHEDULES TO BID INCLU: E THE FOLLOWING:

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

#### SCHEDULE - A TO-BID

#### SCHEDULE OF PRICES

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

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

#### PREAMBLE TO SCHEDULE OF PRICES

#### General

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

#### 2. Description

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

#### 3. Units & Abbreviations

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

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

#### 4. Rates and Prices

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

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

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

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

\*(Procuring Agency may modify as appropriate)

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

#### Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

#### 6. Provisional Sums and Day work

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



# FORM OF BID AND SCHEDULES TO BID

#### FORM OF BID

(Letter of Offer)

Bid Reference No:-

REPAIR & MAINTENANCE OF DRAINS

To:

Executive Engineer Sujawal Drainage Division Sujawal.

Gentlemen,

men,	
1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos
	and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs
	or such other sum
	as may be ascertained in accordance with the said Documents.
2.	We understand that all the Schedules attached hereto form part of this Bid.
3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs.
	Rupeesdrawn
	in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

CONTRACTOR

- Unless and until a formal Agreement is prepared and executed, this Bid, together
  with your written acceptance thereof, shall constitute a binding contract between us.
- We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works

Signature _		_	<del></del>			i i	1:10	1 1 10 0
n the capac VI/s		11			orized	to sign	bid for a	and on behalf of
(Name of Bidder in Block Capitals)						(Seal)		
Address:								
1								
Witness:		4 .	14 4	1		M		
Signature _								£
Name: M/s.							1	0
Address:								

CONTRACTOR

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

BILL NO.	DESCRIPTIO	TOTAL AMOUNT (RS)	
	A. Civil Work (A+B+C+D+E+F+G)		Rs
5	Add % Above / Below Rs.		Rs
	B. Electrical Items (A+B+C+D+E+F+G)		Rs
	C. Mechanical Item (A+B+C+D+E+F+G)		Rs.
		Ę	
			1
	Total Bid Price		

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# SCHEDULE OF PRICES

Item No.	Description	Unit	Rate Quoted by Contractor	
	Procurement of Abkalani Material / Establishment			
1	Pakka Double Sur Kani size 10 x 5	Water State Con-		
2	Pakka Pan Size 12 x 14	NATUR OF		
3	Towa Sur Size 10 x 5			
4	Pan Mates Size 6 x 4	100		
5	Date Mates Size 6 x 4	BE SHIP OF		
6	Jute Rope 1/2 Dia			
7	Lime Unslacked		6	
8	Cell for Torches			
9	Funel Plastic	MEN 538.047 1057		
10	Sewing Needle Large Size	BH WELL BO		
11	Match Box Superior			
12	Kerosine Oil			
13	Earthen Pot Jar			
14	Rope Nylon 1 Dia			
15	Babul Munnas Size 8 x 12			
16	Wooden Billie Size 3/5 Dia Length upto 10/12			
17	Wooden Peg Size 2 x 3			
18	Wooden Peg Size 5 x 8			
19	Sindhi Koder with Handle			
20	Axes with Handle		N to the second	
21	Torch 2 Cell China			
22	Torch 3 Cell China			
23	Empty Gunny Bags L/S 2nd Birthy			
24	Plastic Kattas	ME 5 173/1 91		
25	Supply Diesel i/c cartage at Site			
26	Supply Patrol i/c cartage at Site			
27	Engaging Gangs Unskilled Collies			

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

#### SCHEDULE - B TO BID

#### "SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

#### SCHEDULE - C'TO BID

#### WORKS TO BE FERFORMED BY SUBCONTRACTORS\*

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

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

Statement of similar works previously executed. (attach evidence)

#### Note:

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

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



#### SCHEDULE - D TO BID

#### PROPOSED PROGRAMME OF WORKS

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

#### SCHEDULE - E TO BID

#### METHOD OF PERFORMING WORKS

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

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



#### SCHEDULE - F TO BID

# (INTEGRITY PACT)

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 19.00 MILLION OR MORE)

Contract No	Dated		
Contract Value:			
Contract Title:			
or induced the procurem benefit from Government	ent of any contract, ri of Sindh (GoS) or any	ractor] hereby declares that it hight, interest, privilege or other administrative subdivision or oS) through any corrupt busine	er obligation or agency thereof
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CONDITIONS OF CONTRACT

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#### CONDITIONS OF CONTRACT

#### GENERAL PROVISIONS

#### Definitions

1

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

#### The Contract

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

#### Persons

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

#### Dates, Times and Periods

- "Commencement Date" means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1 1.8 "Day" means a calendar day
- 1.1.9 "Time for Completion" means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

#### Money and Payments

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

does not include any allowance for profit.

#### Other Definitions

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

#### 1.2 Interpretation

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

#### 1.3 Priority of Documents

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

#### 14 Law

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

#### 1.5 Communications

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

#### 1.6 Statutory Obligations

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

#### THE PROCURING AGENCY

#### 2.1 Provision of Site

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

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

#### 2.2 Permits etc.

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

#### 2.3 Engineer's/Procuring Agency's Instructions

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

#### 24 Approvals

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

#### 3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

#### 3.1 Authorised Person

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

#### 3.2 Engineer's/Procuring Agency's Representative

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

#### THE CONTRACTOR

#### 4.1 General Obligations

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

#### 4.2 Contractor's Representative

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

#### 4.3 Subcontracting

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

#### Performance Security

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

#### 5. DESIGN BY CONTRACTOR

#### 5.1 Contractor's Design

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

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

#### 5.2 Responsibility for Design

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

#### PROCURING AGENCY'S RISKS

#### 6.1 The Procuring Agency's Risks

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The Procuring Agency's Risks are:-

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

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

#### TIME FOR COMPLETION

#### Execution of the Works

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

#### 7.2 Programme

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

#### 7.3 Extension of Time

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

#### 7.4 Late Completion

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

#### TAKING-OVER

#### 8.1 Completion

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

#### 2 Taking-Over Notice

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

#### . REMEDYING DEFECTS

#### 9.1 Remedying Defects

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

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

#### 9.2 Uncovering and Testing

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

#### 10. VARIATIONS AND CLAIMS

#### 10.1 Right to Vary

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

#### Valuation of Variations

Variations shall be valued as follows:

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

#### 10.3 Changes in the Quantities.

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

#### 104 Early Warning

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

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

#### 10.5 Valuation of Claims

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

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

#### 10.0 Variation and Claim Procedure

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

#### 11. CONTRACT PRICE AND PAYMENT

#### 111 (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

#### Interim Payments

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

#### 11.4 Retention

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

#### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### 12. DEFAULT

#### 12.1 Defaults by Contractor

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

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

#### 12.2 Defaults by Procuring Agency

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

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

#### 12.3 Insolvency

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

#### 12.4 Payment upon Termination

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

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

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

#### 13. RISKS AND RESPONSIBILITIES

#### Contractor's Care of the Works

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

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

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

#### 13.2 Force Majeure

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

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

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

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

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

#### 14. INSURANCE

#### 14.1 Arrangements

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

#### 14.2 Default

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

#### RESOLUTION OF DISPUTES

#### Engineer's Decision

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

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

#### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### INTEGRITY PACT

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

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

# CONTRACT DATA

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

	Clauses of		
	itions of Contract		
1.1.3	Procuring Agency's Drawings, if any		
	(To be listed by the Procuring Agency)		
1.1.4	The Procuring Agency means		
1.1.4	The Frocuring Agency means		
		<del></del>	
1.1.5	The Contractor means		
1.1.7			
	which shall be issued within fourteen	(14) days of the sign	ing of the Contract
	Agreement.		
1.1.9	Time for Completion	days	
	· · · · · · · · · · · · · · · · · · ·		
	The time for completion of the whole	of the Works should	be assessed by the
	Procuring Agency)		
1.1.20	Engineer (mention the name along with	the designation factor	ding whether he
	gs to department or consultant) and other		and whether he
	go to department of comparison, and other		
1.3	Documents forming the Contract listed	in the order of priorit	y:
(a)	The Contract Agreement		
(b)	Letter of Acceptance		
(0)	The completed Form of Bid		
(d)	Contract Data		
(0)	Conditions of Contract		
(f)	The completed Schedules to Bid includin	g Schedule of Prices	-
(g)	The Drawings, if any		A
(h)	The Specifications		
(1)			
(1)			
	Procuring Agency may add, in order of pr		nents as jorn: part of
line Co	ontract. Delete the do <mark>cument, if not applica</mark>	ble)	
		· 传。	

2.1	Prov	vision of Site: On the Commenceme	nt Date
3.1	Autl	horized person:	weeks to being a line
3.2	Nạm	ne and address of Engineer's/Proc	uring Agency's representative
4.4		formance Security:	
		dity	
		m. As provided under Standard For	ms of these Documents)
5.4		uirements for Contractor's design	
	17.00	cification Clause No's_	
7.2		gramme:	
	S 5000M		14) days* of the Commencement Date.
			(Bar Chart/CPM/PERT or other)
7,4			ete shall be% per day up to a maximum of
		6) of sum stated in the Letter of Acc	
		ually the liquidated damages are se	t between 0.05 percent and 0.10 percent per
7.5	In cas		k, the Contractor is entitled to be paid bonus % of the relevant limit and rate of liquidated
9.1	Perio	od for remedying defects	
	2.7		
10.2	(c)	Variation procedures:	
		Day work rates	
			details)
11.1		Terms of Payments	
a)	Mobil	ilization Advance	
		4	
	(1)		% of the Contract Price stated in the Letter of Procuring Agency to the Contractor on the bove on following conditions:

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

OR

#### 2) Secured Advance on Materials

- The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Procuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in accordance with the Specifications for the Permanent Works;
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or demage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor:
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a forth approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of withou written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

- (vii) Secured Advance should not be allowed unless &until the previous advance, if an, fully recovered.
- Detailed account of advances must be kept in part II of running account (viii) bill; and
- (ix) Secured Advance may be permitted only against materials/quantities anticipated to be consumed / utilized on the work within a period of 3 months from the date of issue of secured advance and definitely not for full quantities of materials for the entire work/contract
- (b) Recovery of Secured Advance:
  - Secured Advance paid to the Contractor under the above provisions (1) shall be effected from the monthly payments on actual consumption basis, but not later than period specified in the rules not more than three months (even if unutilized); other conditions.
  - (ii) As recoveries are made the outstanding accounts of the items concerned in Part II should be reduced b making deduction entries in the column; "deduct quantity utilized in work measured since previous bill," equivalent to the quantities of materials used by the contractor on items of work shown as executed in part I of the bill.
- Interim payments: The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
  - The value of work completed comprises the value of the quantities of the items in the Bill of Quantities completed.
  - (ii) value of secured advance on the materials and valuation of variations (if any).
  - Engineer may exclude any item certified in a previous certificate or (111) reduce the proportion of any item previously certified in any certificate in the light of later information.
  - Retention money and other advances are to be recovered from the bill (V)

		submitted by contractor.
11.2	*(a)	Valuation of the Works:
		i) Lump sum price(details), or
		ii) Lump sum price with schedules of rates (details), or
		iii) Lump sum price with bill of quantities(details), or
	+	iv) Re-measurement with estimated/bid quantities in the Schedule of
		Prices or on premium above or below quoted on the rates
		mentioned in CSR(details), or/and
		v) Cost reimbursable(details)

11.3	Percentage of retention*: five (5%)	A Li.
11.6	Currency of payment: Pak. Rupees	
14.1	Insurances: (Procuring Agency may lecide, keeping in view the natu- the scope of the work)	re and
	Type of cover	
	The Works	
	Amount of cover	
	The sum stated in the Letter of Acceptance plus fifteen percent (15%)	
	Type of cover	
	Contractor's Equipment:	1 10
	Amount of cover	
	Full replacement cost	
Туре	of cover	
	Third Party-injury to persons and damage to property	
	The minimum amount of third party insurance should be assessed Procuring Agency and entered).  Workers:	d by the
	Other cover*:	
	(In each case name of insured is Contractor and Procuring Agency)	
14.2	Amount to be recovered	
	Premium plus percent (%).	
15.3	Arbitration**	
	Place of Arbitration:	
* (Pro	ocuring Agency to specify as appropriate)	
	has to be in the Province of Sindh)	

# STANDARD FORMS

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

# FORM OF BID SECURITY (Bank Guarantee)

			*	Guarantee No.
				Executed on
(Lette	er by the	Guara	ntor to the Procuring	; Agency)
Name		rantor (	Scheduled Bank in	Pakistan) with
Name	of Prin	4	3idder) with	
			oress in words and	
	****			
the rounto Agen we b	equest o the cy") in ind ours	f the sa the sum elves, o	nid Principal, we the stated above, for the our heirs, executors,	NTS, that in pursuance of the terms of the Bid and at a Guarantor above-named are held and firmly bound (hereinafter called The "Procuring the payment of which sum well and truly to be made, administrators and successors, jointly and severally,
tirint	y by the	se prese	ents.	
		the		ATION IS SUCH, that whereas the Principal has id numbered and dated as above for (Particulars of Bid) to the said Procuring
Agen	cy: and		8 (2)	
that t		cipal fu	rnishes a Bid Secur	required as a condition for considering the said Bid rity in the above said sum to the Procuring Agency,
( i )			Security shall remain validity of the bid;	n valid for a period of twenty eight (28) days beyond
(2)	that in	the ev	ent of;	
	(4)	the Pi	rincipal withdraws h	is Bid during the period of validity of Bid, or
	(b)	the P		cept the correction of his Bid Price, pursuant to Sub-
	(0)	failur	e of the successful b	idder to
		(i)		red Performance Security, in accordance with Sub- Instructions to Bidders, or
		(ii)		ed Contract Agreement, in accordance with Sub- 20.3 of Instructions to Bidders,

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

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

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

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

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

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

# FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No.
	Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring Agen	ıcy)
Name of Guarantor (Scheduled Bank in Pakista	an) with
address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and figures)	No. of the second secon
Letter of Acceptance No.	Dated
the Procuring Agency) in the penal sum of the ar	mount stated above. for the payment of which rocuring Agency, we bind ourselves, our heirs, ly and severally, firmly by these presents.
accepted the Procuring Agency's above sa	N IS SUCH, that whereas the Principal has aid Letter of Acceptance for
Name	of Project).
(	01.1.0jes.);
the undertakings, covenants, terms and conditions of the said Documents and any extension Agency, with or without notice to the Guaran also well and truly perform and fulfill all the unthe Contract and of any and all modifications made, notice of which modifications to the	ctor) shall well and truly perform and fulfill all ions of the said Documents during the original as there of that may be granted by the Procuring ntor, which notice is, hereby, waived and shall indertakings, covenants terms and conditions of sof the said Documents that may hereafter be a Guarantor being hereby waived, then, this in full force and virtue till all requirements of

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

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

be received by us within the validity pe discharged of our liability, if any, under th	eriod of the Guarantee, failing which we shall be its Guarantee.
Procuring Agency without delay upon the cavil or arguments and without requiring or reasons for such demand any sum or Procuring Agency's written declaration the	(the Guarantor), waiving all objections and revocably and independently guarantee to pay to the Procuring Agency's first written demand without the Procuring Agency to prove or to show grounds sums up to the amount stated above, against the lat the Principal has refused or failed to perform the ich payment will be effected by the Guarantor to ccount Number.
deciding whether the Principal (Contract Contract or has defaulted in fulfilling satisfication any sum or sums up to the amout Procuring Agency forthwith and without a IN WITNESS WHEREOF, the above boutts seal on the date indicated above, the na	ng Agency shall be the sole and final judge for tor) has duly performed his obligations under the id obligations and the Guarantor shall pay without unt stated above upon first written demand from the my reference to the Principal or any other person.  unded Guarantor has executed this Instrument under time and corporate seal of the Guarantor being hereto its undersigned representative, pursuant to authority
Witness:  Corporate Secretary (Seal)	Guarantor (Bank)  1. Signature  2. Name
(Name, Title & Address)	Corporate Guarantor (Scal)

FORM OF CONTRACT AGREEMENT
THIS CONTRACT AGREEMENT (bereinafter called the "Agreement") made on the day of 2014 between Executive Engineer Highway Division Ghotki (hereinafter called the "Procuring Agency") of the one part and (hereinafter called the "Contractor")
of the other part.
WHEREAS the Procuring Agency is desirous that certain Works, viz
should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.
NOW this Agreement witnesseth as follows:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
<ol> <li>The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:</li> </ol>
(a) The Letter of Acceptance; (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data; (d) The priced Schedule of Prices / Bill of quantities (BoQ); (e) The Specifications; and

- (f) The Drawings
- 3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
- 4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CONTRACTOR

**EXECUTIVE ENGINEER** HIGHWAY DIVISION **GHOTKI** 

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

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

# MOBILIZATION ADVANCE GUARANTEE

		Executed on	
(Letter by the Guarantor to the Procuring	Agency)	Executed on_	
woreness of			
WHEREAS the			chereinafter
called the Procuring Agency)	has entere	d into a	Contract for
	1 ,		
1 0 0 0 0 0 0 0			
2		(Particulars of	Contract), with
		* *	
	hereinafter called	the Contractor).	
100 704 504 50 100			
AND WHEREAS the Procuring Agen	cy has agreed to	advance to the	Contractor, at the
Contractor's request, an amoun		1	Rupees
			Contractor as per
	nount shen be a	avanced to the	Contractor as per
provisions of the Contract.			
AND WHEREAS the Procuring Agenc	y has asked the (	Contractor to fur	nich Guurantee to
secure the advance payment for the perfo			
AND WHEREAS	11/14 1 (0):		(Scheduled Bank)
(hereinafter called the Guarantor) at the			
Procuring Agency agreeing to make the furnish the said Guarantee.	e above advance	to the Contract	tor, has agreed to
NOW THEREFORE the Guarantor he			
advance for the purpose of above mention			
fulfillment of any of his obligations for shall be liable to the Procuring Agence			
amount.	., ioi payment i	ior execeding th	arorementioned
			later H.
Notice in writing of any default, of which judge, as aforesaid, on the part of the Co			
the Guarantor, and on such first written			
all sums then due under this Guarantee			
any objection.			

	as the adv nee payment has been credited to the
account of the Contractor.	
This Guarantee shall expire not later than	
by which date we must have received any telefax	claims by registered letter, telegram, telex or
it is understood that you will return this Gua total amount to be claimed hereunder.	rantee to as on expiry or after settlement of the
	Guarantor (Scheduled Bank)
Witness	, u j., i j.
ī	# Signature
Corporate Secretary (Seal)	2. Name
	3. Title
2	
•	
(Name, Title & Address)	Corporate Guarantor (Seal)

#### INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).
This INDENTURE made theday of
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter
referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
for an advance to him of Rupees
(Rs
advances on the security of other materials brought by the Contractor to the site of the
said works.
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
And doth hereby covenant and agree with the Government and declare ay
follow:-
(1) That the said sum of Rupees
(R)

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

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

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

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

17.4

In witnesses whereof the*  Governor of Sindh and the said		o	n behalf have here	of the
their respective hands and seals the day and fi	rst above writt	ten.		
Signed, sealed and delivered by* In the presence of			3.	-
Seal 1st witness 2 <sup>nd</sup> witness				
Signed, sealed and delivered by In the presence of				

Seat

1st Witness 2nd witness

#### SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

\*DRAWINGS

\* (Note

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



## STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

- 1. Name of Contractor
- 2. Tender Amount
- 3. Earnest Money
- 4. Tender Fee
- 5. D.R No/ and Dated -
- 6. Cafi Deposit No. and Dated

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAFFAGE DIVISION
SUJAWAL

SERVING DOCUMENTAL OF THE SERVING OF

## STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

1. Name of Contractor			İ
e or court netor	18, 18		
2. Tender Amount	:		
3. Earnest Money			i
4. Tender Fee		,	
5. D.R No/ and Dated			
6. Call Deposit No. and Dated	·		

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SUJAWAL

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INVITATION FOR BIDS

#### INVITATION FOR BIDS

			Date:	
		Bid F	teference No.:	
		gart .		
	Agency, [enter			
<pre>pre-qualified(if</pre>	tegory( not required for wor pre-qualification is done for	ks costing Rs or specific sch	2.5 million or less) a eme/project) with the	nd'or duly Procuring
Agency for the will be comple	Works,[enter to	itle, type and ) iate time peri	inancial volume of wo od] days.	.rk], which
on submission	of Bidding Documents may of a written application to t fee of Rupees	he office give	n below and upon pay	ment of a
acquire the	Bidding Documents from	the Office	of the Procuring	Agency,
	(waiiii	g Addiess).		
	be accompanied by a Bid			
(Kupees		or	percentage of b	id price in
the form of (	pay order / demand draft	/ bank guar	contee) and must be	delivered
lo bours on	(Indicate Addre	ss ar a Exact	Location) at or before	
	(Date), Bids will be			
	of bidders' representatives	who choose	o attend, at the san	ne address
(marcue me ac	ldress if it differs].			
		7 11		
		1 23		
		40		
		3 (3)		
	1 11 11 11 11 11 11 11 11 11 11 11 11 1			
		* -		
	. 11 9111		40.000 - 172	
		7.0		
Note: 1. Procu	ring Agancu to autou the			
2 The b	ring Agency to enter the requi id shall be opened within or			mission of
hids.]				
			•	
		3		
		1, 1		
andh Public Procurem	ent Regulatory Authority   www.pp	orasindh.gov.pk		

## INSTRUCTIONS TO BIDDERS & BIDDING DATA

#### Notes on the Instructions to Bidders

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

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

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	Qualification

#### INSTRUCTIONS TO BIDDERS

(Note: (These Instructions to Bidders (1B) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

#### A. GENERAL

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

#### 1.1 Scope of Bid

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

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

#### 1.2 Source of Funds

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

#### 1B.2 Eligible Bidders

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

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

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

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

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

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

#### 1B.3 Cost of Bidding

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

#### B. BIDDING DOCUMENTS

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

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

#### 1B.5 Clarification of Bidding Documents

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

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

#### 1B.6 Amendment of Bidding Documents (SPP Fules 22(2) & 22).

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

#### C. PREPARATION OF BIDS

#### 1B.7 Language of Bid

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

#### 1B.8 Documents Comprising the Bid

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

#### 1B.9 Sufficiency of Bid

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

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

#### IB.10 Bid Prices, Currency of Bid and Payment

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

#### 1B.11 Documents Establishing Bidder's Eligibility and Qualifications

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

#### 1B.12 Documents Establishing Works' Conformity to Bidding Documents

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



#### 1B.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security as percentage of bid price/estimated cost or in the amount stipulated in Bidding Data in Pak. Rupees in the form of Deposit at Call/ Payee's Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Procuring Agency valid for a period up to twenty eight (28) days beyond the bid validity date (Bid security should not be below 1% and not exceeding 5% of bid price/estimated cost SPP Rule 37).
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).
- 13.5 The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails within the specified time limit to:
    - (i) furnish the required Performance Security or
    - (ii) sign the Contract Agreement.
- 1B.14 Validity of Bids, Format, Signing and Submission of Bid
- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with 1B.13 in all respects (SPP Rule 38).
- 14.3 All Schedules to Bid are to be properly completed and signed.
- 14.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed.
  If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

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

#### D. SUBMISSION OF BID

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

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

#### E. BID OPENING AND EVALUATION

#### 1B.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

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

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

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

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

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

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



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

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

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

#### (B) Minor Deviations

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

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

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

#### 16.8 Evaluated Bid Price

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

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



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

#### 1B.17 Process to be Confidential

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

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Rules.



#### F. AWARD OF CONTRACT

#### 1B.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, laving credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
  - Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

#### 1B.20 Notification of Award & Signing of Contract Agreement

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

#### 1B.21 Performance Security

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

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



### BIDDING DATA

(This section should be filled in documents.)	by the procuring agency before issuance of the biddin
(a). Name of Procuring Agency:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION
SUJAWAL	
(b). Brief Description of Works:-	REPAIR & MAINTENANCE OF GOVERNMENT VEHICLES
(c). Procuring Agency's Address:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL
(d). Estimated Cost:-	
(e). Amount of Bid Security:-	
(f). Period of Bid Validity:-	
(g). Security Deposit (including Bid S	Security):- <u>02 %</u>
(h). Percentage, if, any to be deducte	d from bills:- 7.5 %
(i). Deadline for submission of bids	along with time:
(j). Venue, Time and Date of Bid Ope	ening:- <u>Sujawal,</u>
(k). Time for Completion from writte	n order of commence:-
(1). Liquidity Damages:- 0.05 %	Per Day
(m). Deposit Receipt No.	Date Amount

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

#### **BIDDING DATA**

(This section should be filled in by the Engineer / procuring agency before issuance of the bidding documents. The following specific data for the works to be tendered shall complement, amend or supplement the provisions in the instructions to bidders. Wherever there is a conflict, the previous herein shall prevail over those in the instructions to bidders.)

Instructions to Bidders Clause Reference

1.1. Name of Procuring Agency:-

EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL

Brief Description of Works:-

REPAIR & MAINTENANCE OF GOVERNMENT VEHICLES

- 5.1 (a) Procuring Agency's Address:-EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL
- (b) Engineer's Address:-Sujawal Drainage Division Sujawal
- 10.3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made Pak Rupees.
- 11.2 The Bidder has financial, Technical and Constructional capability necessary to perform the contracts as follows:
  - i. Financial Capacity
  - ii. Technical Capacity
  - iii. Construction Capacity

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SUJAWAL DRAINAGE DIVISION
SUJAWAL

12.1	(a) A detailed description of the works, essential, technical and performance characteristics.
	(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B, Specific works data. This will include but not be limited to a sufficient number of drawings, photograph, catalogues, illustrations and such other information as necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
13.1	Amount of Bid Security
	2% of bid Amount
14.1	Period of Bid Validity
	365 Days
14.4	No. of Copies of the Bid to be submitted
	01 Original Plus 01 Copy
14.6 (a)	Procuring Agency's Address for the purpose of Bid Submission
	Sujawal Drainage Division Sujawal
15.1	Deadline for submission of Bids
	<u>Time</u>
	Venue, Time & Date of Bid opening
	Date:
	Venue:
	Time

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EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL

and performance

#### 16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract / Price adjustment,
- (iii) Completion period offered is within specified limits,
- Bidder is eligible to bid and possess the requisite experience, capability and qualification,
- (v) Bid does not deviate from basic technical requirements,
- (vi) Bids are generally in order e.t.c.

#### Procurement agency can adopt either of two options. (Select either of them)

- (a) Fixed Price Contract: In case these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 Months.
- (b) Price Adjustment Contract: In these contracts escalation will be paid only on those items and in the manner as notified by the finance department, Government of Sindh, after bid opening during currency of the contract.

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EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

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

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

- (a) Fixed Price contract: In these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is upto 12 months.
- (b) Price adjustment contract: In these contracts escalation will be paid only on those items and in the manner as notified by Finance Department, Government of Sindh, after bid opening during currency of the contract.

#### FORM OF BID (LETTER OF OFFER)

Bid I	Referenc	e No
	(Nam	e of Works)
To:		
Gent	lemen,	
	1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.  for the execution of the above-named works, we, the undersigned, being a company doing business under the name of and address
٠		and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees ) or such other
6		sum as may be ascertained in accordance with the said Documents.
	2.	We understand that all the Schedules attached hereto form part of this Bid.
	3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
	4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
	5.	We agree to abide by this Bid for the period of days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
	6.	Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
	7.	We undertake, if our Bid is accepted, to execute the Performance Security

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

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

Dated this	day of		, 20		
Signature					
in the capacity of	du	ly authorized	to sign bid	for and on	behalf of
Name of Bidder in Bl	ock Capitals)	-		(Seel)	
•				(Seal)	2 .
Address					
					TI T
	HI I				
				1	
Witness:					
85.			l li		
(Signature)					
Name:					
Address:					

#### SCHEDULES TO BID INCLU. E THE FOLLOWING:

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



#### SCHEDULE - A TO-BID

#### SCHEDULE OF PRICES

Sr. No.		age No.	
1.	Preamble to Schedule of Prices	24	
2.	Schedule of Prices	26	٠
	*(a) Summary of Bid Prices		
	* (b) Detailed Schedule of Prices /Bill of O	uantities	(BOO

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

#### PREAMBLE TO SCHEDULE OF PRICES

#### General

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

#### 2. Description

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

#### 3. Units & Abbreviations

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

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

#### 4. Rates and Prices

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



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

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

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

\*(Procuring Agency may modify as appropriate)

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

#### Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

#### 6. Provisional Sums and Day work

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



# FORM OF BID AND SCHEDULES TO BID

#### FORM OF BID

(Letter of Offer)

Bid Reference No:-

#### REPAIR & MAINTENANCE OF DRAINS

To:

Executive Engineer Sujawal Drainage Division Sujawal.

Gentlemen,

1.	Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos
	execution of the above-named works, we the undersigned, being a company doing business under the name of and address and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said
	Documents including Addenda thereto for the Total Bid Price of Rs
	or such other sum
	as may be ascertained in accordance with the said Documents.
2.	We understand that all the Schedules attached hereto form part of this Bid.
	we understand that the beneates attacked nervice form part of this bit.
3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Rs.
	Rupeesdrawn
	in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

- Unless and until a formal Agreement is prepared and executed, this Bid, together
  with your written acceptance thereof, shall constitute a binding contract between us.
- We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Signature			10 0
n the capacity of <u>Contractor</u> duly au M/s.	thorized to	sign bid for and on bena	11 01
Name of Bidder in Block Capitals)		(Seal)	
Address:			
Witness:		4	
Signature			
Name: M/s.			
Address:			

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

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

BILL NO.	DESCRIPTION	TOTAL AMOUNT (RS)
	A. Civil Work  (A+B+C+D+E+F+G)  Add % Above / Below Rs.  B. Electrical Items (A+B+C+D+E+F+G)  C. Mechanical Item (A+B+C+D+E+F+G)	Rs Rs Rs
	Total Bid Price	

CONTRACTOR

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SUJAWAL DRAINAGE DIVISION
SUJAWAL

## SCHEDULE OF PRICES

Item No.	Description	Unit	Rate Quoted by Contractor
	REPAIR & MAINTENANCE OF GOVERNMENT	DEBISO NINC	- Y
	<u>VEHICLES</u>		
1	Valve seal		
2	Timing Seal		
3	Hub Oil Seal		
4	Plug Genuine		
5	Side Glass		
6	Break Washer		
7	Radiator Waste Bottle		3
8	Wheel Pana		
9	Ring Pana Set		
10	Pipe Pana 2-1/2"		
11	Pipe Pana 3"		
12	Hammer 5 lbs.		
13	Screw Pana 2"		
14	Wheel Service Adjustment		
15	Repair and Service		
16	Oil Filter		
17	Foot Mate Set		
18	Indicator		
19	Pressure Plate	HILLEY FILE	
20	Valve Guide		
21	Engine Seal		
22	Main Begun	H FOREIT EN	
23	Rod Bush	Ballet - La	
24	Engine Kit	SHEET WE	
25	Gas Kit (Genuine)		
26	Kamani Patta for Jeep		
27	Timming Belt	HILLIAM RA	
28	Oil Pump Kit		
29	Clutch Plate		
30	Clutch gearing		
31	Fly Wheel bearing	HALLES IN	
32	Brake Shoe (Genuine)		
33	Engine Foundation		
34	Clutch Wire Cable		
35	Accelerator Wire		
36	Repair Excel fixing Nut & Bolts		
37	Battery 12 Volt 24 Plates		
38	Seat cushion i/c repairing of seats		
39	Point Genuine		
40	Fan Belt		
41	Radiator fan		
42	Hose Pipe	THE SERVICE OF THE SE	1
43	Tube for Tire		
1.5	Tuoc tot the		

44	Tire	CONTRACTOR OF STREET		
45	Headlight	3		1
46	Starting Switch			
47	Jack (Pressure)	The state of the s	Asales III	
48	Fix Pana Set			
49	Master Cylinder			4
50	Head repairing & fixing			
51	Radiator service			
52	Air Cleaner			
53	Repair of Cylinder			1
			ATABLE BY	
		h 28.865		

CONTRACTOR

EXECUTIVE ENGINEER
SUJAWAL DRAINAGE DIVISION
SUJAWAL

#### \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

#### SCHEDULE - C TO BID

#### WORKS TO BE FERFORMED BY SUBCONTRACTORS\*

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

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

#### Note:

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

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



#### PROPOSED PROGRAMME OF WORKS

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

#### SCHEDULE - E TO BID

#### METHOD OF PERFORMING WORKS

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

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



### (INTEGRITY PACT)

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 19.00 MILLION OR MORE)

Contract No.	Dated		建制 1
Contract Value:			3918
Contract Title:			
or induced the procurent benefit from Government or any other entity owne	ment of any contract, at of Sindh (GoS) or and d or controlled by it (C	ny administrative subdiv GoS) through any corrup	or other obligation or ision or agency thereof t business practice.
warrants that it has ful anyone and not given of or outside Pakistan eit including its affiliate, a sponsor or subsidiary, whether described as of the procurement of a	ly declared the broke or agreed to give and settler directly or indirec- agent, associate, broke any commission, go consultation fee or othe contract, right, intere- from Procuring Agen	egoing, [name of Contrage, commission, fees shall not give or agree to ectly through any naturer, consultant, director, ratification, bribe, find envise, with the object of st, privilege or other of cy (PA) except that where the contract of the contract	etc. paid or payable to give to anyone within al or juridical person, promoter, shareholder, er's fee or kickback, f obtaining or inducing bligation or benefit in
[name of Contractor] ac make full disclosure of related to the transaction circumvent the above de-	all agreements and a with PA and has not	rrangements with all pe taken any action or will	ersons in respect of or
[name of Contractor] a declaration, not making defeat the purpose of contract, right, interest, aforesaid shall, without law, contract or other in	full disclosure, misre this declaration, rep privilege or other oprejudice to any other	epresenting facts or taking resentation and warrand obligation or benefit ob- rights and remedies ava	ng any action likely to ty. It agrees that any stained or procured as
Notwithstanding any r Supplier/Contractor/Con it on account of its cor amount equivalent to ter kickback given by [name the procurement of any whatsoever form from P	nsultant] agrees to ind rrupt business practice in time the sum of any e of Contractor] as afor contract, right, inter	eminify PA for any loss es and further pay com commission, gratificatio presaid for the purpose of	or damage incurred by pensation to PA in an n, bribe, finder's fee or f obtaining or inducing
[Procuring Agency]		[Con	ractor]
5 5 55			

CONDITIONS OF CONTRACT

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#### CONDITIONS OF CONTRACT

#### GENERAL PROVISIONS

#### | Definitions

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

#### The Contract

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

#### Persons

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

#### Dates, Times and Periods

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

#### Money and Payments

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

does not include any allowance for profit.

#### Other Definitions

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

#### 1.2 Interpretation

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

#### 1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

2.4 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

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

### 3.2 Engineer's/Procuring Agency's Representative

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

#### 4. THE CONTRACTOR

#### 4.1 General Obligations

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

#### 4.2 Contractor's Representative

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

#### 4.3 Subcontracting

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

#### 14 Performance Security

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

#### DESIGN BY CONTRACTOR

#### 5.1 Contractor's Design

5.

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

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

#### 5.2 Responsibility for Design

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

#### 6. PROCURING AGENCY'S RISKS

#### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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

#### TIME FOR COMPLETION

#### Execution of the Works

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

#### 7.2 Programme

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

#### 7.3 Extension of Time

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

#### 7.4 Late Completion

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

#### TAKING-OVER

#### 8.1 Completion

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

#### 8.2 Taking-Over Notice

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

#### REMEDYING DEFECTS

#### 9.1 Remedying Defects

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

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

#### 9.2 Uncovering and Testing

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

#### VARIATIONS AND CLAIMS

#### 10.1 Right to Vary

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

#### Valuation of Variations

Variations shall be valued as follows:

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

#### 10.3 Changes in the Quantities.

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

#### 10.4 Early Warning

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

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

#### 10.5 Valuation of Claims

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

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

#### 10.6 Variation and Claim Procedure

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

#### 11. CONTRACT PRICE AND PAYMENT

#### (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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



#### 11.3 Interim Payments

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

#### 114 Retention

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

#### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### 12. DEFAULT

#### 12.1 Defaults by Contractor

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

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

#### 12.2 Defaults by Procuring Agency

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

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

#### 12.3 Insolvency

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

#### 12.4 Payment upon Termination

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

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

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

#### 13. RISKS AND RESPONSIBILITIES

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

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

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

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

#### 13.2 Force Majeure

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

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

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

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

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

#### 14. INSURANCE

#### 11.1 Arrangements

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

#### 14.2 Default

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

#### RESOLUTION OF DISPUTES

#### 151 Engineer's Decision

15.

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

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

#### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### INTEGRITY PACT

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

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

## CONTRACT DATA

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

auses of		
ions of Contract		
Procuring Agency's Drawings, if any		
(To be listed by the Procuring Agency)		
The Procuring Agency means		1
The Contractor means		
Commencement Date means the date which shall be issued within fourtee Agreement.		
Time for Completion	days	
(The time for completion of the who	ole of the Works should be assess	ed b
Engineer (mention the name along w	ith the designation including whet	ier h
		ier h
Engineer (mention the name along was to department or consultant) and ot		ier h
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			ement Date		
	Auth	orized person:			
e G	Name and address of Engineer's/Procuring Agency's representative				
	Perfe	ormance Security:			
		lity		*	
	(Fart	n: As provided under Standard	Forms of these Docu	nents)	
	Requ	irements for Contractor's des	sign (if any):		
	Speci	fication Clause No's			
	Prog	ramme:			
	Time	for submission: Within fourte	en (14) days* of the C	Commencement Date.	
	Forn	of programme:	(Bar Chart/	CPM/PERT or other)	
	Amo	unt payable due to failure to co	mplete shall be%	per day up to a maximum o	
		) of sum stated in the Letter of			
	(Usua day.)	ally the liquidated damages are	set between 0.05 po	ercent and 0.10 percent pe	
	ln cas up-to	Completion e of earlier completion of the	Work the Contractor	is autitled to be paid bonu	
	gama	limit and at a rate equivalent t ges stated in the contract data.			
	Gama				
		ges stated in the contract data.	o 50% of the relevant		
2		ges stated in the contract data.	o 50% of the relevant		
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	Perio	ges stated in the contract data.  In the contract data.  In the contract data.  It is a stated in the contract data.  It is a stated in the contract data.  Variation procedures:  Day work rates  Terms of Payments	o 50% of the relevant		

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

OR

#### 2) Secured Advance on Materials

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

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

1.2 *(a)	*(a)	Valuation of the Works:	
		i) Lump sum price(details), or	
		ii) Lump sum price with schedules of rates	(details), or
		iii) Lump sum price with bill of quantities	(details), or
		iv) Re-measurement with estimated/bid quantities	in the Schedule of
		Prices or on premium above or below quo	oted on the rates
		mentioned in CSR(details), or/	and
		v) Cost reimbursable (details)	

11.5	rercentage of retention":	Jive (3%)		
11.6	Currency of payment: Pak	Rupees		
14.1	Insurances: (Procuring Age the scope of the work)	ency may-lecid	e, keeping in	riew the nature and
	Type of cover	,	4.5	
	The Works	1	* *	
	Amount of cover		+ *	
	The sum stated in the Letter	of Acceptance	plus fifteen p	ercent (15%)
	Type of cover			
	Contractor's Equipment:			
	Amount of cover			
	Full replacement cost			
· · · · · ·				
Lype	of cover			
	Third Party-injury to person	s and damage to	o property	
				4
	The minimum amount of Procuring Agency and enter		urance shoul	d be assessed by the
	Workers:			
	Other cover*:			
	Other covers:			
	(In each case name of insure	ed is Contracto	r and Procuri	ng Agency)
			Ý.	
14.2	Amount to be recovered			
	Premium plus		percent (_	%).
15.3	Arbitration**			
	Place of Arbitration:			
* (Pre	ocuring Agency to specify as a	nnronriate		
111	has to be in the Province of S.	indh)		

## STANDARD FORMS

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

## FORM OF BID SECURITY (Bank Guarantee)

			1.4	Guarantee No
	1	-		Executed on
(Lette	ar by the	e Guara	antor to the Procuring	(Agency)
	e of Gu	arantor	(Scheduled Bank in I	Pakistan) with
		ncipal (	Bidder) with	
			press in words and	
figure	25):			
Bia F	teferenc	e No		Date of Bid
the re unto Agen we b	equest of the cy") in	the sur	aid Principal, we the m stated above, for th our heirs, executors,	NTS, that in pursuance of the terms of the Bid and at a Guarantor above-named are held and firmly bound (hereinafter called The "Procuring the payment of which sum well and truly to be made, administrators and successors, jointly and severally,
subm		the		ATION IS SUCH, that whereas the Principal has a numbered and dated as above for Particulars of Bid) to the said Procuring
NEC.	cy, and			
that t		cipal fi	urnishes a Bid Secur	required as a condition for considering the said Bid ity in the above said sum to the Procuring Agency,
(i)	that t	he Bid	Security shall remain	n valid for a period of twenty eight (28) days beyond
(2)			f validity of the bid; ent of;	
	(a)	the P	rincipal withdraws h	is Bid during the period of validity of Bid, or
	(b)	the P		cept the correction of his Bid Price, pursuant to Sub-
	(0)	failu	re of the successful b	idder to
		(i)		red Performance Security, in accordance with Sub- Instructions to Bidders, or
		(ii)		d Contract Agreement, in accordance with Sub- 20.3 of Instructions to Bidders,
			1 - 2 - 2 - 2	

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

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

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

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

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

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

## FORM OF PERFORMANCE SECURITY (Eank Guarantee)

	Guarantee No.	
	Executed on	
	Expiry Date	
(Letter by the Guarantor to the Procuring Agency)		
No. 16 Company (Sabadalad Bank in Ballian A. in		
Name of Guarantor (Scheduled Bank in Pakistan) wit		
address:		
Name of Principal (Contractor) with address:		
Penal Sum of Security (express in words and figures)		
Letter of Acceptance No.	Dated	
KNOW ALL MEN BY THESE PRESENTS, that is Documents and above said Letter of Acceptance (her request of the said Principal we, the Guarantor above the	einafter called the Documents e named, are held and firmly l	and at the
Procuring Agency) in the penal sum of the amount sum well and truly to be made to the said Procuring executors, administrators and successors, jointly and	stated above, for the payment g Agency, we bind ourselves,	it of which our heirs,
THE CONDITION OF THIS OBLIGATION IS accepted the Procuring Agency's above said (Name of	Letter of Acceptance for	
(Name of Pro	ject).	
NOW THEREFORE, if the Principal (Contractor) sl	eall well and truly perform an	d fulfill all

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

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

he received by us within the validity   discharged of our liability, if any, under		arantee, failing which we shall be
We,  defenses under the Contract, do hereby Procuring Agency without delay upon cavil or arguments and without requirin or reasons for such demand any sum Procuring Agency's written declaration obligations under the Contract, for w Procuring Agency's designated Bank &	the Procuring Age g the Procuring A or sums up to the that the Principal I hich payment wil	ency's first written demand without gency to prove or to show grounds amount stated above, against the has refused or failed to perform the
PROVIDED ALSO THAT the Procur deciding whether the Principal (Contract Contract or has defaulted in fulfilling subjection any sum or sums up to the am Procuring Agency forthwith and without IN WTINESS WHEREOF, the above buts seal on the date indicated above, the raffixed and these presents duly signed but its governing body.	nctor) has duly person out stated above any reference to the counted Guarantor name and corporate	reformed his obligations under the did the Guarantor shall pay without upon first written demand from the he Principal or any other person.  has executed this Instrument under a seal of the Guarantor being hereto
Witness:	1.	Guarantor (Bank) Signature
Corporate Secretary (Seal)	. 2. 3.	Name
2		
(Name, Title & Address)		Corporate Guarantor (Scal)
	. + %	

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of 2014 between Executive Engineer Highway
Division Ghotki (hereinafter called the "Procuring Agency") of the one part and (hereinafter called the "Contractor")
of the other part.
WHEREAS the Procuring Agency is desirous that certain Works, viz
should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.
NOW this Agreement witnesseth as follows:
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
(a) The Letter of Acceptance; (b) The completed Form of Bid along with Schedules to Bid; (c) Conditions of Contract & Contract Data; (d) The priced Schedule of Prices / Bill of quantities (BoQ); (e) The Specifications; and (f) The Drawings
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract. the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

59

**EXECUTIVE ENGINEER** 

HIGHWAY DIVISION GHOTKI

CONTRACTOR

executed on the day, mo laws:	onth and year firs	st before	written in accordance with their respective
		. 1	
Signature of the Contact	or		Signature of the Procuring Agency
(Seal)			(Seal)

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be

Signed. Sealed and Delivered in the presence of:

		A section of	
Witness.	Witness:	112 200	
-		XIIII T	

(Name, Fitle and Address)

(Name, Title and Address)

# MOBILIZATION ADVANCE GUARANTEE

					Gu	iarantee	No		
						Executed	d on		1
(Letter by	the G	uarantor to the	Procuring A	(gency)				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
WHEREA	AS the	e						cherei	nafter
			T. 1311			. 10		A THE STREET	
called	the	Procuring	Agency)	has	entered	into	a	Contract	for
					3				
8 919					13	181	1		-
					(1	Particula	rs of	Contract),	with
			19/1	14 140			9 60		
			(h	ereinafi	er called the	Contra	tor)		
	-			Cicinai	ci canco inc	Comma			
				1					
ANTE UZE	1606	S the Proce	ring Agano	, ban a	observed to ad-		the (	Contro des d	
		VS the Proci		- 112	Rain Brain				
Contracto	or's	request. a	n amount	of	Rs			R	upees
			) which ame	ount sh	ell be adva	nced to	the C	Contractor a	s per
provisions	s of the	Contract.			4				
					2			1 <b>3</b> · 11	
AND WI	IEREA	S the Procui	ing Agency	has ask	ed the Con	tractor 1	o furn	ish Guarant	ee to
		ce payment fo							
AND WE	HEREA	NS			•		(	Scheduled I	Bank)
(hereinafte	er calle	ed the Guaran	tor) at the re	quest o	f the Contra	ctor and			
		cy agreeing I	o make the	above	advance to	the Co	ntracto	or, has agre	ed to
turnish the	e said (	Guarantee.							
NOW: TI	icare	005 4 6		: 1111					
advance for	or the	ORE the Gu purpose of ab	arantor here	by gua	rantees that	the Co	ontract	or shall us	e the
		y of his oblig							
		to the Procu							
amount.									
<b>6</b> 1								M 11.	e .
		g of any defa							
		nd on such fi							
		e under this							
any object						.: I			

This Guarantee shall come into account of the Contractor.	force as soon as the adv n	ce payment has been credited to the
This Guarantee shall expire not	later than	
by which date we must have elefax.	received any claims by r	registered letter, telegram, telex or
it is understood that you will re total amount to be claimed here		on expiry or after settlement of the  Guarantor (Scheduled Bank)
Corporate Secretary (	(Seal) 1. 3.	Signature  Name  Title
Name. Title & Addr	ress) Corn	orate Guarantor (Seal)

# INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given
time ).
This INDENTURE made theday of
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).
AND WHEREAS the contractor has applied to the
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
follow:
(1) That the said sum of Rupees
(Rr) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced aforesaid shall be employed by the contractor in or towards expending the exects ion of the said works and for no other purpose whatsoever.
Sindh Public Procurement Regulatory Authority [www].pprasindh.gov.pk [2527-0527]

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

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

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

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

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

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

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

In witnesses whereof the* on	behalf	of the	4
Governor of Sindh and the said	-have here	eunto set	t
their respective hands and seals the day and first above written.			

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

Seal

1st witness 2nd witness

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

Seal

1st Witness 2nd witness

#### SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

\*DRAWINGS

\* i.Note

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



# STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

1. Name of Contractor		
2. Tender Amount		

- 3. Earnest Money : \_\_\_\_\_\_
- 4. Tender Fee

  5. D.R No/ and Dated
- 6. Call Deposit No. and Dated :

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# STANDARD FORM FOR BIDDING DOCUMENT PROCUREMENT OF WORKS

(For Contracts Costing Above Rs. 2.5 Million)

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1. Name of Contractor	:	
2. Tender Amount	:	
3. Earnest Money	:	
4. Tender Fee	:	
5. D.R No/ and Dated	:	*
6. Call Deposit No. and Dated		

CONTRACTOR

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INVITATION FOR BIDS

# INVITATION FOR BIDS

The Procuring Agency, [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed ty the Pakistan Engineering Council in the appropriate category (not required for works existing Rs 2.5 million or lessy and/or due pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, [enter title, uppe and financial volume of work], whice will be completed in [enter appropriate time period] days.  A complete set of Bidding Documents may be purchased by an interested eligible bidd on submission of a written application to the office given below and upon payment of non-refundable fee of Rupees [Insert Amount]. Bidders may acquire the Bidding Documents from the Office of the Procuring Agence (Mailing Address).  All bids must be accompanied by a Bid Security in the amount of Rs. (Rupees of Land and draft / b-ink guarantee) and must be delivered to [Indicate Address as d Exact Location) at or before hours, on [Oate), Bids will be opened at hours on the same day the presence of bidders' representatives who choose to attend, at the same address indicate the address if it differs].						Da	ite:	
The Procuring Agency,					Bid	Reference N	lo.:	
bids from interested firms or persons licensed ty the Pakistan Engineering Council in the appropriate category (not required for works easting Rs 2.5 million or less) and/or due pre-qualified(if pre-qualification is done for specific scheme/project) with the Procurin Agency for the Works, [enter title, type and financial volume of work], which will be completed in [enter appropriate time period] days.  A complete set of Bidding Documents may be purchased by an interested eligible bidd on submission of a written application to the office given below and upon payment of non-refundable fee of Rupees (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency and Land the Bidding Address.  All bids must be accompanied by a Bid Security in the amount of Rs (Rupees								5
bids from interested firms or persons licensed ty the Pakistan Engineering Council in the appropriate category (not required for works easting Rs 2.5 million or less) and/or due pre-qualified(if pre-qualification is done for specific scheme/project) with the Procurin Agency for the Works, [enter title, type and financial volume of work], which will be completed in [enter appropriate time period] days.  A complete set of Bidding Documents may be purchased by an interested eligible bidd on submission of a written application to the office given below and upon payment of non-refundable fee of Rupees (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency and Land the Bidding Address.  All bids must be accompanied by a Bid Security in the amount of Rs (Rupees								
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(Rupees ) or percentage of bid price the form of (pay order / demand draft / bank guarantee) and must be delivered to (Indicate Address as a Exact Location) at or before hours, on (Date). Bids will be opened at hours on the same day the presence of bidders' representatives who choose to attend, at the same addrest indicate the address if it differs].  Note: 1. Procuring Agency to enter the requisite information in blank spaces.  2. The bid shall be opened within one hour after the deadline for submission of the same address in the same addr			1					
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# INSTRUCTIONS TO BIDDERS & BIDDING DATA

#### Notes on the Instructions to Bidders

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

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

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#### INSTRUCTIONS TO BIDDERS

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

#### A. GENERAL

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

#### 1.1 Scope of Bid

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

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

#### 1.2 Source of Funds

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

#### 1B.2 Eligible Bidders

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

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

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

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

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

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

#### 1B.3 Cost of Bidding

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

#### B. BIDDING DOCUMENTS

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

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

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

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

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

#### 1B.6 Amendment of Bidding Documents (SPP Fules 22(2) & 22).

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

#### C. PREPARATION OF BIDS

#### 1B.7 Language of Bid

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

#### 1B.8 Documents Comprising the Bid

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

#### 1B.9 Sufficiency of Bid

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

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

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

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

#### 1B.11 Documents Establishing Bidder's Eligibility and Qualifications

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

#### 1B.12 Documents Establishing Works' Conformity to Bidding Documents

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



#### 1B.13 Bid Security

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

#### 1B.14 Validity of Bids, Format, Signing and Submission of Bid

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

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

#### D. SUBMISSION OF BID

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

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

#### E. BID OPENING AND EVALUATION

#### 1B.16 Bid Opening, Clarification and Evaluation (SPP Rules 41, 42 & 43)

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

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

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

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

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

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

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

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

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

#### (B) Minor Deviations

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

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

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

#### 16.8 Evaluated Bid Price

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

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



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

#### 1B.17 Process to be Confidential

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

Rules

#### F. AWARD OF CONTRACT

#### IB.18. Post Qualification

- 18.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:
  - Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under B.11, as well as such other information required in the Bidding Documents.

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

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

# 1B.20 Notification of Award & Signing of Contract Agreement

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

#### 1B.21 Performance Security

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

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



# **BIDDING DATA**

(This section should be filled in documents.)	by the procuring agency before issuance of the bidding
(a). Name of Procuring Agency:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION
SUJAWAL	
(b). Brief Description of Works:-	REPAIR & MAINTENANCE OF DRAINS
(c). Procuring Agency's Address:-	EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL
(d). Estimated Cost:-	
(e). Amount of Bid Security:-	
(f). Period of Bid Validity:-	
(g). Security Deposit (including Bid	Security):- <u>02 %</u>
(h). Percentage, if, any to be deducte	ed from bills:- 7.5 %
(i). Deadline for submission of bids	along with time:
(j). Venue, Time and Date of Bid Op	ening:- <u>Sujawal,</u>
(k). Time for Completion from writte	en order of commence:-
(1). Liquidity Damages:- 0.05 %	S Per Day
(m). Deposit Receipt No.	Date. Amount.

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# **BIDDING DATA**

(This section should be filled in by the Engineer / procuring agency before issuance of the bidding documents. The following specific data for the works to be tendered shall complement, amend or supplement the provisions in the instructions to bidders. Wherever there is a conflict, the previous herein shall prevail over those in the instructions to bidders.)

Instructions to Bidders Clause Reference

1.1. Name of Procuring Agency:-

EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL

Brief Description of Works:-

REPAIR & MAINTENANCE OF DRAINS

- 5.1 (a) Procuring Agency's Address:-EXECUTIVE ENGINEER SUJAWAL DRAINAGE DIVISION SUJAWAL
- (b) Engineer's Address:-Sujawal Drainage Division Sujawal
- 10.3 Bid shall be quoted entirely in Pak Rupees. The payment shall be made Pak Rupees.
- 11.2 The Bidder has financial, Technical and Constructional capability necessary to perform the contracts as follows:
  - i. Financial Capacity
  - ii. Technical Capacity
  - iii. Construction Capacity

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12.1	(a) A detailed description of the works, essential, technical and performance characteristics.				
	(b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B, Specific works data. This will include but not be limited to a sufficient number of drawings, photograph, catalogues, illustrations and such other information as necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.				
13.1	Amount of Bid Security				
	2% of bid Amount				
14.1	Period of Bid Validity				
	365 Days				
14.4	No. of Copies of the Bid to be submitted				
	01 Original Plus 01 Copy				
14.6 (a)	Procuring Agency's Address for the purpose of Bid Submission				
	Sujawal Drainage Division Sujawal				
15.1	Deadline for submission of Bids				
	<u>Time</u>				
	Venue, Time & Date of Bid opening				
	Date:				
	Venue:				

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#### 16.4 Responsiveness of Bids

- (i) Bid is valid till required period,
- (ii) Bid prices are firm during currency of contract / Price adjustment,
- (iii) Completion period offered is within specified limits,
- Bidder is eligible to bid and possess the requisite experience, capability and qualification,
- Bid does not deviate from basic technical requirements,
- (vi) Bids are generally in order e.t.c.

#### Procurement agency can adopt either of two options. (Select either of them)

- (a) Fixed Price Contract: In case these contracts no escalation will be provided during currency of the contract and normally period of completion of these works is up to 12 Months.
- (b) Price Adjustment Contract: In these contracts escalation will be paid only on those items and in the manner as notified by the finance department, Government of Sindh, after bid opening during currency of the contract.

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

#### FORM OF ISID (LETTER OF OFFER)

Bid R	eferenc	e No.		
	(Nam	e of Works)		
To:				
_	4			
Gentl	emen,			
	1.	Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos.  for the execution of the above-named works,		
		we, the undersigned, being a company doing business under the name of and address		
		and .being		
. *		duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs (Rupees ) or such other		
		sum as may be ascertained in accordance with the said Documents.		
	2	We understand that all the Schedules attached hereto form part of this Bid.		
	3.	As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of drawn in your favour or made payable to you		
		and valid for a period of twenty eight (28) days beyond the period of validity of Bid.		
	4.	We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.		
	<ol> <li>We agree to abide by this Bid for the period of days from the of fixed for receiving the same and it shall remain binding upon us and may accepted at any time before the expiration of that period.</li> </ol>			
	6.	Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.		
	7.	We undertake, if our Bid is accepted, to execute the Performance Security		
Sindh	Public P	ocurement Regulatory Authority   www.ppras. dh.gov.pk		

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

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

Dated this	day o	of	, 20		
Signature			1		
in the capacity of		_duly authori	zed to sign bi	for and on behalf of	
(Name of Bidder in Bl	ock Capitals	,			
181				(Seal)	
Address					
Witness:					
(Signature)			-		
Name:	16 16 4				
Address:					

# SCHEDULES TO BID INCLU. E THE FOLLOWING:

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

#### SCHEDULE - A TO BID

# SCHEDULE OF PRICES

Sr. No.		Page No.	
1.	Preamble to Schedule of Prices	24	
2.	Schedule of Prices	26	
	*(a) Summary of Bid Prices		
	* (b) Detailed Schedule of Prices /Bill of O	uantities (BO())	

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

#### PREAMBLE TO SCHEDULE OF PRICES

#### 1. General

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

#### 2. Description

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

#### 3. Units & Abbreviations

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

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

#### 4. Rates and Prices

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

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

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

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

\*(Procuring Agency may modify as appropriate)

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

#### Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

#### 6. Provisional Sums and Day work

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



# FORM OF BID AND SCHEDULES TO BID

# FORM OF BID

(Letter of Offer)

Bid Reference No:-

## REPAIR & MAINTENANCE OF DRAINS

To:

Executive Engineer Sujawal Drainage Division Sujawal.

#### Gentlemen,

Having exa	V: SMI 12814 N213.
Bidding Da	mined the Bidding Documents including Instructions to Bidders, ita, Conditions of Contract, Contract Data, Specifications, Drawings, if ule of Prices and Addenda Nos for the of the above-named works, we the undersigned, being a company doing
	of the above-named works, we the undersigned, being a company doing oder the name of and address
and being of complete s	luly incorporated under the laws of Pakistan hereby offer to execute and uch works and remedy any defects therein in conformity with the said
	including Addenda thereto for the Total Bid Price of (Rupees
	or such other sum
as may be a	ascertained in accordance with the said Documents.
Ac coourity	Carlot and Carlot and
Bid, we sul	for due performance of the undertakings and obligations of this omit herewith a Bid Security in the amount of Rs.
Bid, we sul Rupees	omit herewith a Bid Security in the amount of Rs drawr
Bid, we sul Rupees in your fav	omit herewith a Bid Security in the amount of Rs.
Bid, we sul Rupees in your fav days beyon We underta	drawn our or made payable to you and valid for a period of twenty eight (28) d the period of validity of Bid.  ake, if our Bid is accepted, to commence the Works and to deliver the the Works comprised in the Contract within the time(s) stated in

CONTRACTOR

Data.

- Unless and until a formal Agreement is prepared and executed, this Bid, together
  with your written acceptance thereof, shall constitute a binding contract between us.
- We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
- We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this	
Signature	
in the capacity of <b>Contractor</b> duly authorized t	o sign bid for and on behalf of
M/s	
(Name of Bidder in Block Capitals)	(Seal)
Address:	
Witness:	
Signature	
Name: M/s.	
Address:	
	30

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

BILL NO.	DESCRIPTION	TOTAL AMOUNT (RS)
	A. Civil Work (A+B+C+D+E+F+G) Add % Above / Below Rs.	Rs
	B. Electrical Items $(A+B+C+D+E+F+G)$	Rs
,	C. Mechanical Item (A+B+C+D+E+F+G)	Rs.
	Total Bid Price	

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# SCHEDULE OF PRICES

Item No.	Description	Unit	Rate Quoted by Contractor	
	REPAIR & MAINTENANCE OF DRAINS			
1	Engaging Truck with Tanker for sprinkling			
2	Engaging Motor Boat with Boatman i/c P.O.L			
3	Engaging Tractor with Trolley with P.O.L 150 Cft: lead upto 3 Miles			
4	Supply of Bajri i/c spreading and carriage			
5	Engaging truck with Sand, Raiti & Murram		The state of the s	
6	Engaging Tractor Grader			
7	Engaging Suzuki Pickup / Datsun without P.O.L			
8	Supplying RCC Pipe 1			
9	Supplying RCC Pipe 1-1/2			
10	Supplying RCC Pipe 2			
11	Supplying RCC Pipe 9			
12	Color of RCC Pipe			
13	Supplying of Stone Boulder at Site			
14	Engaging Excavator machine hydraulic wheel type with P.O.L			
15	Engaging Excavator machine hydraulic wheel type with P.O.L		1	
16	Engaging Excavator machine hydraulic Chain type with P.O.L		ti.	
17	Engaging Excavator machine hydraulic Chain type with P.O.L			
18	Engaging Generator with POL			
19	Engaging Dumper with Louder	18		
20	Engaging Shawal with POL			
21	Engaging Dozer S.S with POL			

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#### SCHEDULE - B TO BID

#### \*SPECIFIC WORKS DATA

(To be prepared and incorporated by the Procuring Agency)

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

#### SCHEDULE - C TO BID

#### WORKS TO BE FERFORMED BY SUBCONTRACTORS\*

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

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

Statement of similar works previously executed. (attach evidence)

#### Note:

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

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



#### SCHEDULE - D TO BID

#### PROPOSED PROGRAMME OF WORKS

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



#### SCHEDULE - E TO BID

#### METHOD OF PERFORMING WORKS

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

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

#### (INTEGRITY PACT)

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC PAYABLE BY CONTRACTORS (FOR CONTRACTS WORTH RS. 19.00 MILLION OR MORE)

Contract No	Dated	
Contract Value:		
Contract Title:		
or induced the procurement of a	any contract, right, inte	ereby declares that it has not obtained rest, privilege or other obligation or strative subdivision or agency thereof igh any corrupt business practice.
warrants that it has fully declar anyone and not given or agreed or outside Pakistan either direction including its affiliate, agent, as sponsor or subsidiary, any co- whether described as consultation the procurement of a contract,	red the brokerage, come to give and shall not give to give and shall not give telly or indirectly throus sociate, broker, consult commission, gratification on fee or otherwise, with right, interest, privile	name of Contractor] represents and mission, fees etc. paid or payable to live or agree to give to anyone within 19th any natural or juridical person, 19th any natural or juridical person, 19th any natural or juridical person, 19th any natural or juridical person, 19th any natural or juridical person, 19th any natural or juridical person, 19th any natural or juridical person, 19th any natural person is provided in the contract of the payable of the paya
make full disclosure of all agree	ements and arrangement A and has not taken any	ict liability that it has made and will its with all persons in respect of or action or will not take any action to anty.
declaration, not making full disc defeat the purpose of this dec contract, right, interest, privileg	closure, misrepresenting claration, representation ge or other obligation e to any other rights and	strict liability for making any false g facts or taking any action likely to a and warranty. It agrees that any or benefit obtained or procured as I remedies available to PA under any on of PA.
Supplier/Contractor/Consultant] it on account of its corrupt bus amount equivalent to ten time the kickback given by [name of Contractors]	agrees to indentify PA siness practices and fur e sum of any commission tractor] as aforesaid for	by PA in this regard, [name of A for any loss or damage incurred by ther pay compensation to PA in an on, gratification, bribe, finder's fee or the purpose of obtaining or inducing ege or other obligation or benefit in
[Procuring Agency]		[Contractor]

CONDITIONS OF CONTRACT

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#### CONDITIONS OF CONTRACT

#### GENERAL PROVISIONS

#### | Definitions

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

#### The Contract

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

#### Persons

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

#### Dates, Times and Periods

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

#### Money and Payments

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

does not include any allowance for profit.

#### Other Definitions

- "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works, but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 'Materials' means things of all kinds' (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- i.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 "Site" means the places provided by the Procuring Agency where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 "Variation" means a change which is instructed by the Engineer/Procuring Agency under Sub-Clause 10.1.
- 1.1.19 'Works' means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 "Engineer" means the person notified by the Procuring Agency to act as Engineer for the purpose of the Contract and named as such in Contract Data.

#### 1.2 Interpretation

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

#### 1.3 Priority of Documents

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

/4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE PROCURING AGENCY

2.1 Provision of Site

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

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

2.2 Permits etc.

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

2.3 Engineer's/Procuring Agency's Instructions

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

24 Approvals

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

3. ENGINEER'S/PROCURING AGENCY'S REPRESENTATIVES

3.1 Authorised Person

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

#### 3.3 Engineer's/Procuring Agency's Representative

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

#### 4. THE CONTRACTOR

#### 4.1 General Obligations

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

#### 4.2 Contractor's Representative

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

#### Subcontracting

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

#### 4.4 Performance Security

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

#### 5. DESIGN BY CONTRACTOR

#### 5.1 Contractor's Design

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

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

#### 5.2 Responsibility for Design

6.

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

#### PROCURING AGENCY'S RISKS

#### 6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

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

#### TIME FOR COMPLETION

#### Execution of the Works

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

#### 7.2 Programme

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

#### 7.3 Extension of Time

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

#### 7.4 Late Completion

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

#### 8. TAKING-OVER

#### 8.1 Completion

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

#### 8.2 Taking-Over Notice

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

#### REMEDYING DEFECTS

#### 9.1 Remedying Defects

9.

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

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

#### 9.2 Uncovering and Testing

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

#### 10. VARIATIONS AND CLAIMS

#### 10.1 Right to Vary

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

#### Valuation of Variations

Variations shall be valued as follows:

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

#### 10.3 Changes in the Quantities.

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

#### 10.4 Early Warning

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

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

#### 10.5 Valuation of Claims

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

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

#### 10.6 Variation and Claim Procedure

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

#### 11. CONTRACT PRICE AND PAYMENT

#### (a) Terms of Payments

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

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

#### (b) Valuation of the Works

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

#### 11.2 Monthly Statements

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

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

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

#### Interim Payments

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

#### 11.4 Retention

11.3

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

#### 11.5 Final Payment

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

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

#### 11.6 Currency

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

#### DEFAULT

#### 12.1 Defaults by Contractor

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

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

#### 12.2 Defaults by Procuring Agency

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

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

#### 12.3 Insolvency

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

#### 12.4 Payment upon Termination

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

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

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

#### 13. RISKS AND RESPONSIBILITIES

#### Contractor's Care of the Works

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

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

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

#### 13.2 Force Majeure

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

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

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

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

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

#### 14. INSURANCE

#### 14.1 Arrangements

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

#### 11.2 Default

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

#### RESOLUTION OF DISPUTES

#### 15! Engineer's Decision

15.

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

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

#### 15.2 Notice of Dissatisfaction

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

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

#### 15.3 Arbitration

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

#### INTEGRITY PACT

16

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

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

# CONTRACT DATA

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

	Clauses of	
	itions of Contract	
1.1.3	Procuring Agency's Drawings, if any (To be listed by the Procuring Agency)	
	110 be usica by the Procuring Agency)	
1.1.4	The Procuring Agency means	
1.1.5	The Contractor means	
1.1.7		of issue of Engineer's Notice to Commence (14) days of the signing of the Contract
1.1.9	Time for Completion	days
	(The time for completion of the whole Procuring Agency)	e of the Works should be assessed by the
1.3	Documents forming the Contract listed	in the order of priority:
1.2		in the order of priority.
a)	The Contract Agreement	
b)	Letter of Acceptance	
c)	The completed Form of Bid	X - 1
d)	Contract Data	
(ن)	Conditions of Contract	
0	The completed Schedules to Bid including	g Schedule of Prices
g)	The Drawings, if any	The state of the s
h)	The Specifications	
i)		
1)		
	Procuring Agency may add, in order of pri intract. Delete the document, if not applicat	iority such other documents as forn: part of ble)

Prov	ision of Site: On the Commence	ment Date	
Autl	orized person:		
Nạm	e and address of Engineer's/Pi	rocuring Agency's re	epresen ative
	ormance Security:		
	unt	***	
	lity		
	n: As provided under Standard I	Forms of these Docum	nents)
	irements for Contractor's des		a literatura
Spec	ification Clause No's		
Prog	ramme:	e*	
Time	for submission: Within fourtee	en (14) days* of the C	Commencement Date.
Forn	n of programme:	(Bar Chart/	CPM/PERT or other)
	unt payable due to failure to cor		
(10%	o) of sum stated in the Letter of .	Acceptance	
(Usu day.)	ally the liquidated damages are	set between 0.05 pe	ercent and 0.10 percent pe
up-to	te of earlier completion of the V limit and at a rate equivalent to the stated in the contract data.		
Perio	od for remedying defects		ete .
(e)	Variation procedures:		
	Day work rates		
		(details)	d Ned Thus
	Terms of Payments		
Vlobi	lization Advance		
(1)	Mobilization Advance up to 1 Acceptance shall be paid by works costing Rs.2.5 million of	the Procuring Agenc	cy to the Contractor on the

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

OR

#### 2) Secured Advance on Materials

- The Contractor shall be entitled to receive from the Procuring Agency Secured Advance against an INDENTURE BOND in P W Account Form No. 31(Fin. R. Form No. 2 acceptable to the Frocuring Agency of such sum as the Engineer may consider proper in respect of non-perishable materials brought at the Site but not yet incorporated in the Permanent Works provided that:
  - (i) The materials are in accordance with the Specifications for the Permanent Works:
  - (ii) Such materials have been delivered to the Site and are properly stored and protected against loss or demage or deterioration to the satisfaction and verification of the Engineer but at the risk and cost of the Contractor;
  - (iii) The Contractor's records of the requirements, orders, receipts and use of materials are kept in a forth approved by the Engineer, and such records shall be available for inspection by the Engineer;
  - (iv) The Contractor shall submit with his monthly statement the estimated value of the materials on Site together with such documents as may be required by the Engineer for the purpose of valuation of materials and providing evidence of ownership and payment therefore;
  - (v) Ownership of such materials shall be deemed to vest in the Procuring Agency and these materials shall not be removed from the Site or otherwise disposed of withou written permission of the Procuring Agency;
  - (vi) The sum payable for such materials on Site shall not exceed 75 % of the (i) landed cost of imported materials, or (ii) ex-factory / ex-warehouse price of locally manufactured or produced materials, or (iii) market price of stands other materials;

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

#### (b) Recovery of Secured Advance:

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

11.2	$^{*}(a)$	Valuation of the Works:
		i) Lump sum price(details), or
		ii) Lump sum price with schedules of rates (details), or
		iii) Lump sum price with bill of quantities(details), or
		iv) Re-measurement with estimated/bid quantities in the Schedule o
		Prices or on premium above or below quoted on the rate
		mentioned in CSR(details), or/and
		v) Cost reimbursable(details)

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

# STANDARD FORMS

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

# FORM OF BID SECURITY

(Bank Guarantee)

				Guarantee No
(Letter by the Guarantor to the Procuring Agency				
			Scheduled Bank in Pak	istan) with
Name	of Pri	ncipal (I	Bidder) with	1
			press in words and	
Bia F	teferen	e No		Date of Bid
unto Agen we b firm!	the _ cy") in ind our y by the	the sun selves, o ese preso	n stated above, for the pour heirs, executors, adents.  OF THIS OBLIGAT	uarantor above-named are held and firmly bound, (hereinafter called The "Procuring payment of which sum well and truly to be made, ministrators and successors, jointly and severally,  ION IS SUCH, that whereas the Principal has numbered and dated as above for
Agen	cy: and			(Particulars of Bid) to the said Procuring
that i	the Prin		irnishes a Bid Security	quired as a condition for considering the said Bid in the above said sum to the Procuring Agency,
(i)	the p		validity of the bid;	alid for a period of twenty eight (28) days beyond
	(2)	the P	rincinal withdraws his F	Bid during the period of validity of Bid, or
	(b)	the P		t the correction of his Bid Price, pursuant to Sub-
	(0)	failur	e of the successful bidd	er to
		(i)		Performance Security, in accordance with Sub- structions to Bidders, or
		(ii)		Contract Agreement, in accordance with Sub- 0.3 of Instructions to Bidders,
			The state of the s	

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

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

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

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

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

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

### FORM OF PERFORMANCE SECURITY (Bank Guarantee)

	Guarantee No.
	Executed on
	Expiry Date
(Letter by the Guarantor to the Procuring Ag	gency)
Name of Guarantor (Scheduled Bank in Pak	istan) with
address:	
Name of Principal (Contractor) with address:	
Penal Sum of Security (express in words and figures)	
Letter of Acceptance No.	Dated
sum well and truly to be made to the said executors, administrators and successors, joint THE CONDITION OF THIS OBLIGATION accepted the Procuring Agency's above	e amount stated above, for the payment of which Procuring Agency, we bind ourselves, our heirs, intly and severally, firmly by these presents.  ON IS SUCH, that whereas the Principal has said Letter of Acceptance for
(Nan	
the undertakings, covenants, terms and con- terms of the said Documents and any extens Agency, with or without notice to the Gua- also well and truly perform and fulfill all the the Contract and of any and all modification made, notice of which modifications to obligation to be void; otherwise to remain clause 9, Remedying Defects, of Conditions	ditions of the said Documents during the original sions there of that may be granted by the Procuring rantor, which notice is, hereby, waived and shall a undertakings, covenants terms and conditions of one of the said Documents that may hereafter be the Guarantor being hereby waived, then, this in full force and virtue till all requirements of sof Contract are fulfilled.
And that having under this Quarantee is in	inted to the Juli States above and it is a condition

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

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discharged of our liability, if any, under this Gu		arantee, failing which we shall be
defenses under the Contract, do hereby irrevocation of arguments and without requiring the Procuring Agency without delay upon the Procuring Agency's written declaration that the obligations under the Contract, for which perfocuring Agency's designated Bank & Account	cably and incouring Age Procuring A as up to the Principal I payment will	ency's first written demand without gency to prove or to show grounds amount stated above, against the has refused or failed to perform the
PROVIDED ALSO THAT the Procuring Addeciding whether the Principal (Contractor) I Contract or has defaulted in fulfilling said ob objection any sum or sums up to the amount st Procuring Agency forthwith and without any re IN WITNESS WHEREOF, the above bounded its seal on the date indicated above, the name at affixed and these presents duly signed by its un	has duly peopligations are tated above ference to the Guarantor and corporate	rformed his obligations under the hid the Guarantor shall pay without upon first written demand from the he Principal or any other person.  has executed this Instrument under a seal of the Guarantor being hereto
of its governing body.	,	
		Guarantor (Bank)
Witness:	1.	Signature
	2	Name
Corporate Secretary (Seal)	1000000	Title
	, ,	THE
·		
(Name, Title & Address)		Corporate Guarantor (Scal)
	13 4	

SORIVE S	OF CONTRACT AGREEMENT
day of	ENT (bereinafter called the "Agreement") made on the 2014 between Executive Engineer Highway
Division Ghotki (hereinafte	called the "Procuring Agency") of the one part and (hereinafter called the "Contractor")
of the other part.	t (Heremaner Caned the Contractor)
WHEREAS the Procuring Age	ncy is desirous that certain Works, viz
	ractor and has accepted a Bid by the Contractor for the
execution and completion of su	ch Works and the remedying of any defects therein.
. 15.18.18	
NOW this Agreement witnesse	th as follows:
	expressions shall have the same meanings as are the Conditions of Contract hereinafter referred to.
2. The following documents aft	er incorporating addenda, if any except those parts
relating to Instructions to Bidde as part of this Agreement, viz:	ers, shall be deemed to form and be read and construct
(a) The Letter of Acceptance;	
(b) The completed Form of Bid	along with Schedules to Bid;
(c) Conditions of Contract & C	
(d) The priced Schedule of Price	es / Bill of quantities (BoQ);
(e) The Specifications; and	1111
(f) The Drawings	利用行: [新] [1] [1] [1] [1] [1] [1] [1] [1] [1] [1
3. In consideration of the paym	ents to be made by the Procuring Agency to the
	oned, the Contractor hereby covenants with the
	nd complete the Works and remody defects therein in

- conformity and in all respects within the provisions of the Contract.
- 4. The Procuring Agency hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

CONTRACTOR

**EXECUTIVE ENGINEER** HIGHWAY DIVISION **GHOTKI** 

IN	WIT	VESS	WHE	REOF	the	parties	s her	eto l	iave	caused	this	Contrac	ct A	greement	to	be
č), (	ecuted	on th	e day,	month	and	year i	iist	efor	e wa	itten in	acco	rdance v	vith	their resp	ecti	ve
lav	VS.									1846						

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

## MOBILIZATION ADVANCE GUARANTEE

					G	uarantee	No		
						Execute	d on		
(Letter	by the C	juarantor to the	e Procuring A	gency	).,				
WHED	EAS II							cherei	nnflar
								therei	
called	the	Procuring	Agency)	has	entered	into	a	Contract	for
					t				
				4		Particula	rs of	Contract),	with
			(h	ereina	fter called the	: Contra	ctor).		
AND A	VHERE	AS the Proc	uring Agency	y has	agreed to ad	vance to	the (	Contractor,	at the
Contrac	tor's	request, a	n amount	of	Rs.			R	upees
			2 10 1						
			) which all	ount 5	nen oc auva	meed to	inc (	Jonuación a	is per
provisio	ons of th	e Contract.				- 1			
					)				
		AS the Procu							
secure t	ne adva	nce payment for	or the periori	nance	of his obligat	ions unc	ier the	said Contra	ct.
AND U	vuene.						H.		
		AS led the Guarar	tor) at the re	quest	of the Contro	ctor and		Scheduled I	
		ncy agreeing							
		Guarantee.							
		FORE the Gi							
		purpose of at							
		ny of his obli- to the Procu							
amount		to the Froct	ang Agency	101 1	bayment not	exceedi	ng me	alorement	ionea
		ng of any defa							
		aid, on the pa			100			1.2.4	
		and on such fi	A PARTY OF THE PAR		The said the said of the said				
any obje		ue under this	Guarantee W	mout	an referenc	e to the	Contra	actor and W	mout
any oop	oction.	- 1							

~		
This Guarantee shall come into force secount of the Contractor.	as soon as the adv n	ce payment has been credited to the
This Guarantee shall expire not later t	han	
by which date we must have received	ed any claims by i	registered letter, telegram, telex
Ciclix.		TOTAL THE SECOND
Lis understood that you will return t	his Guarantee to 15	on expiry or after settlement of the
otal amount to be claimed hereunder.		
· ·		Guarantor (Scheduled Bank)
	1.2	
Witness:		
1,		Signature
1000 ( ) 1000 P111	_ 2.	Name
Corporate Secretary (Seal)		
	3.	Title
2		
(Name Title & Address)	- Corn	orate Guarantor (Seal)

# INDENTURE FOR SECURED ADVANCES.

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given
time ).
This INDENTURE made theday of
WHEREAS by an agreement, dated (hereinafter called the said agreement, the contractor has agreed to perform the under-mentioned works (hereinafter referred to as the said work):-
(Here enter (the description of the works).1
AND WHEREAS the contractor has applied to the
NOW THIS INDENTURE WTTNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees
follow:-
(1) That the said sum of Rupees
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(2) That the materials detailed in the said Running Account Bill (B) which have been Fin R Form No. 17-A

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

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

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

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

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

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

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

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

Seal

1st witness 2nd witness

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

Seat

1st Witness 2nd witness

## SPECIFICATIONS

[Note for Preparing the Specifications]

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

\*DRAWINGS

\* Note

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