

OFFICE OF THE EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION) @ GHOTKI.

Telephone No # 0723-684826.


Issued to : _____

Vide D.R No: _____ Dated _____

STANDARD FORM OF BIDDING DOCUMENTS.

NAME OF WORK

REHABILITATION/ BRICK LINING OF
BAGO WAH FROM RD 19 TO 30 I/C
PIPE OUT LETS.


(ZAHID HUSSAIN QURESHI)
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

1526

INVITATION FOR BIDS



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INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

- The Procuring Agency, _____ [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category (not required for works costing Rs 2.5 million or less) and/or duly pre-qualified (if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, _____ [enter title, type and financial volume of work], which will be completed in _____ [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at _____ (Mailing Address).
 3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or _____ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to _____ (Indicate Address and Exact Location) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

- [Note: 1. Procuring Agency to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.]



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

IB.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.

IB.2 Eligible Bidders

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

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

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

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

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



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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

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



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

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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



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:
- (i) if a bidder withdraws his bid during the period of bid validity; or
 - (ii) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (iii) in the case of a successful bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security or
 - (ii) sign the Contract Agreement.

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

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with 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 1B.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D, SUBMISSION OF BID

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

- 15.1 Bid 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
- be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
 - provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.
 - in addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late.
 - 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 1B.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 1B.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

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

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

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



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

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

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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



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

IB.17 Process to be Confidential

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

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule 2(q);

- (i) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (v) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.



F. AWARD OF CONTRACT

IB.18. Post Qualification

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

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

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

IB.19 Award Criteria & Procuring Agency's Right

19.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of the IB.18.

19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

20.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing ("Letter of Acceptance") that his bid has been accepted (SPP Rule 49).

20.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

20.3 The formal Agreement between the Procuring Agency and the successful bidder duly stamped at rate of ---% of bid price (updated from time to time) stated in Letter of Acceptance shall be executed within seven (07) days of the receipt of Form of Contract Agreement by the successful bidder from the Procuring Agency.

IB.21 Performance Security

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

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



12.1 (a) A detailed description of the works, essential technical and performance characteristics.

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

13.1 Amount of Bid Security :- 2% of Estimate Cost.

14.1 Period of Bid Validity :- 90 days

14.1 Number of Copies of the Bid to be submitted: One Original

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

Executive Engineer Ghotki Division (Irrigation) Ghotki (Irrigation Colony)

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

15.1 Deadline for Submission of Bids :- Time 1:00 PM AM/PM on 09.11.2015

16.1 Venue, Time, and Date of Bid Opening:- Venue XEN Ghotki Division

Time 2:00 PM Dated 09.11.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period

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


ZAHID HUSSAIN QURESHI,
EXECUTIVE ENGINEER,
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

- *(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 BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To: _____

Gentlemen,

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

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

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

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



SCHEDULE – A TO BID

SCHEDULE OF PRICES

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	* (a) Summary of Bid Prices	
	* (b) Detailed Schedule of Prices /Bill of Quantities (BOQ)	

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



PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

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

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

4. Rates and Prices

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



SCHEDULE - A TO BID

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

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

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

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.



SCHEDULE - A TO BID


SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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


ZAHID HUSSAIN QURESHI
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

SCHEDULE OF PRICES

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


ZAID HUSSAIN QURESHI
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

**REHABILITATION/ BRICK LINING OF BAGO WAH
FROM RD 19 TO 30 I/C PIPE OUT LETS.**

Package-1

"SCHEDULE "B"

Quantity	Description	Rate	Per	Amount
	PART-A (LINNING WORK)			
117000 Cft	1. Excavation in foundation of building bridges and other structures i/c dag belling dressing, refilling around the structures with excavated earth and remaining lead up 50ft:	3176.25	%o Cft	3716212.0
156000 Cft	2. Cement Concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering) ratio 1:3:6.	12595.0	% Cft	1965200.0
234000 Cft	3. Pucca brick work in foundation and plinth in cement sand mortar ratio 1:4.	12501.41	% Cft	29253299.0
283920 Cft	4. Pucca brick work other than building including striking of joint up to 20 ft: height in (d) cement sand mortar ratio 1:5.	12574.38	% Cft	35701179.0
26000 Sft	5. Erection and removal centering for R.C.C or plain cement concrete work of portal wood 2 nd class vertical	3127.41	% Sft	813126.0
51940 Cft	6. Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate Without shuttering ratio 1:2:4.	14429.25	% Cft:	7494552.0
216580 Sft	7. Cement pointing flush upto 20' height ratio: 1:2.	1151.32	% Sft:	2493529.0
112580 Sft	8. Cement pointing struck joints on walls ratio 1:2.	1287.44	% Sft:	1449399.0
1625000 Cft	9. Borrow pit excavation undressed lead upto 100' in ordinary or hard soil.	2117.50	%o Cft:	3440937.0

Quantity	Description	Rate	Per	Amount
162500 Cft	10. Carriage of 100 cft/ 5 ton of all materials like stone aggregate spawl, coal, lime surkhi etc B.G rail fastening points and crossing bridges. Girders pipes 10" x 5" or 1000 maunds of fuel wood by trucks or any other means owned by the contractors (1 Miles).	407.0	% Cft	6613750.0
162500 Cft	11. Dressing and leveling of earth work to designed section etc complete in ordinary or hard soil.	187.55	%o Cft	304768.0
40000 Sft	12. Supplying and fixing in position iron/ steel grill of ¾" x ¼" size flute iron of approval design including painting 3 coat e.t.c complete (weight not less than 3.7 lbs/ sq foot finished grill	180.50	P-Sft	722000.0
			Total	93967951.0
	PART-B (WATER COURSES)			
52 Cft	1. Dismantling bricks work in lime or concrete mortar.	1285.63	% Cft	668.0
4.07	2. Dismantling cement concrete reinforcement separating reinforcement form concrete cleaning and strengthening the same	5445.0	% Cft	221.0
453 Cft	3. Excavation in foundation of building bridges and other structures i/c dag belling dressing, refilling around the structures with excavated earth and remaining lead up to one chain and lift up to 5' ft: in ordinary soil.	2722.50	%o Cft	1233.0
93 Cft	4. Cement concrete brick or stone ballast 1½ to 2" gauge ratio 1:4:8.	10770.93	% Cft	10016.0
55 Cft	5. Pucca brick work in foundation and plinth in cement sand mortar ratio 1:4:	12501.41	% Cft	6875.0
282 Cft	6. Pucca brick work other than building including striking of joint up to 20 ft: height.	12574.38	% Cft	35460.0
42 Cft	7. Cement concrete plain i/c placing compacting finishing and curing complete i/c screening and washing of stone aggregate without shuttering (f) ratio 1:2:4.	14429.25	% Cft	6060.0

	Description	Rate	Per	Amount
0.51 Cwt	8. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wires (also includes removal of rust from bars).	5001.70	P-Cwt	2551.0
7.5 Cf:	9. R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or pre cost laid in position complete in all respect ratio (1:2:4) (90 lbs cement 2 cft sand 4 cft shingle 1/8' to 1/4' gauge).	337.0	P-Cft	2527.0
221 Sft	10. Cement pointing flush upto 20 ft: ht" ratio 1:2.	1151.35	% Sft	2544.0
221 Sft	11. Cement pointing struck joints on walls ratio 1:2.	1287.44	% Sft	2845.0
10 Cwt	12. Supplying fixing iron frame sheet (14 gauges)	240.0	P-Cwt	2400.0
1500 Cft	13. Borrow pit excavation undressed lead upto 100ft: in ordinary soil.	2117.50	%o Cft:	3176.0
1500 Cft	14. Dressing & leveling of earth work to designed section etc complete in ordinary or hard soil.	187.55	%o Cft	281.0
			Total Rs:	76857.0
			76857 x 31 Water Courses, G-Total Amount Rs:	2382567.0
PART-C (RD STONE)				
0.067 Cwt	1. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of binding wires (also includes removal of rust from bars). (GSR Page 20 Item 7 (b). oil in oil	5001.78	P-Cwt	335.0
1.00 Cft	2. R.C.C work in roof slabs, beams, columns, rafts, lintels & other structural members laid in situ or pre cost laid in position complete in all respect ratio (1:2:4) (90 lbs cement 2 cft sand 4 cft shingle 1/8' to 1/4' gauge). (GSR P-20 Item 6 (a).	309.78	P-Ft	310.0

Quantity	Description	Rate	Per	Amount
2.0 Cft	3. Excavation in foundation of building bridges and other structures i/c dag belling dressing refilling around the structures with excavated earth and remaining lead up to one chain and lift up to 5' ft: in ordinary soil.	2722.50	%o Cft	5.0
1.13 Cft	4. Cement concrete plain i/c placing compacting finishing and curring complete i/c screening and washing of stone aggregate Without shuttering ratio 1:2:4.	14429.25	% Cft:	163.0
1.0 No:	5. Preparing surface and painting small detached article exceeding one Sft and not exceeding 3 Sft of pointed surface 3 coat	317.63	Each	318.0
8 Nos:	6. Write Letters of figures per letter per inches height	5.30	Each	42.0
Total Rs:				1173.0
1173 x 14 Rs:				16422.0
Part-A				93967951.0
Part-B				2382567.0
Part-C				16422.0
G-Total Amount Rs:				96366940.0

Note: Except: Item No: 10 (Part-A) & Item No: 12 (Part-B)

CONTRACTOR

Ecces
 DIVISIONAL HEAD DRAFTSMAN
 GHOTKI DIVISION (IRRIGATION)
 @ GHOTKI

N.S.
 EXECUTIVE ENGINEER
 GHOTKI DIVISION (IRRIGATION)
 @ GHOTKI

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 PERFORMED BY SUBCONTRACTORS*

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

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

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



SCHEDULE - D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of construction and plant erection, tools and vehicles proposed to be used in delivering/carrying out the works at site.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- 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. 10.00 MILLION OR MORE)

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

.....
[Contractor]



CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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



does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 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 Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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



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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6. The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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

3.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remediating Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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



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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities

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

10.4 Early Warning

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

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

10.5 Valuation of Claims

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



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

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

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



11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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



12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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



16

INTEGRITY PACT

16.1

If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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



CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 The Procuring Agency means

1.1.5 The Contractor means

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion _____ 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 including whether he belongs to department or consultant) and other details

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

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

BIDDING DATA

This section should be filled in by the Engineer Procuring Agency before issuance of the bidding documents. The following specific date for the works to be tendered shall complement amend, or supplement the provisions in the Instructions to Bidders. Wherever there are confluent, the provisions herein shall prevail over those in the Instruction to Bidders.

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency: Executive Engineer (Ghotki Division (Irrigation) Ghotki.

Brief Description of Works

Rehabilitation/Bricks Lining of
Canals from RD. 18 to 30 i/c. Pipe
cut/lets.

5.1(a) Procuring Agency's address: Executive Engineer (Ghotki Division (Irrigation) Ghotki
Situated Irrigation Colony Ghotki.


(b) Engineer's Address

Same as above.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the contract as follows: *(Mention required capabilities and documents)*

- i. financial capacity: *(Must have turnover of Rs. _____ Millions)*
- ii. Technical capacity: *(Mention the appropriate category of registration with PEC and qualification and experience of the staff)*
- iii. Construction capacity: *(Mention the names and number of equipments required for the work)*


ZAHID HUSSAIN QURESHI
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
GHOTKI

- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: _____
- 3.2 Name and address of Engineer's/Procuring Agency's representative

- 4.4 Performance Security:
Amount _____
Validity _____
(Form: As provided under Standard Forms of these Documents)
- 5.1 Requirements for Contractor's design (if any):
Specification Clause No's _____
- 7.2 Programme:
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programme: _____ *(Bar Chart/CPM/PERT or other)*
- 7.4 Amount payable due to failure to complete shall be ___% per day up to a maximum of
(0%) of sum stated in the Letter of Acceptance
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
- 9.1 Period for remedying defects

- 10.2 (e) Variation procedures:
Day work rates _____
_____ (details)
- 11.1 Terms of Payments
- a) Mobilization Advance
- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:



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

OR

2) Secured Advance on Materials

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



- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, 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 by 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.
- 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%)*

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

(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

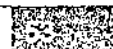
Premium plus _____ percent (____%).

15.3 Arbitration**

Place of Arbitration: _____

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*



STANDARD FORMS

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

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause 1B-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses 1B-20.2 & 20.3 of Instructions to Bidders,

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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper 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 _____
1. _____	2. Name _____
_____	3. Title _____
Corporate Secretary (Seal)	
2. _____	

(Name, Title & Address)	Corporate Guarantor (Seal)

FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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

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



be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (herewith called the "Agreement") made on the _____ day of _____ 2014 between _____ (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 witnesses as follow:

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 constructed 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
 - (e) The Specifications: and
 - (f) The Drawings

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 may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contractor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed Sealed and Delivered in the presence of:-

Witness:

(Name Title and Address)

Witness:

(Name Title and Address)

***DRAWINGS**

** (Not : The Engineer/Procuring Agency may incorporate specific Drawings for Bidding purposes only or may include the detailed drawings in a separate volume, if necessary).*

**OFFICE OF THE EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION) @ GHOTKI.**

Telephone No # 0723-684826.


Issued to : _____

Vide D.R No: _____ Dated _____

STANDARD FORM OF BIDDING DOCUMENTS.

NAME OF WORK

REHABILITATION/ BRICK LINING OF PIR WAH RD
2 TO 14, RAISING SLABS OF ROAD BRIDGE RD-6
PIR WAH & RD 9 KORAI MINOR, REPAIR OF
OFFICE BLOCK PANO SUB-DIVISION CHANNELS,
REPAIR OF TYUNDEL LANDHI RD 373 GHOTKI
FEEDER, CONSTRUCTING PANO BUND SUB-
DIVISION OFFICE AT PANO AKIL AND
CONSTRUCTING OF PIPE OUT LETS ALONG PIR
WAH RD 0 TO TAIL


(ZAHID HUSSAIN QURESHI)
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

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INVITATION FOR BIDS



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INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. The Procuring Agency, _____ [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, _____ [enter title, type and financial volume of work], which will be completed in _____ [enter appropriate time period] days.
 2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at _____ (Mailing Address).
- †
3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or _____ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to _____ (Indicate Address and Exact Location) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

- [Not: 1. Procuring Agency to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.]



INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA

Notes on the Instructions to Bidders

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

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



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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

1.3.1 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.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

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



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

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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



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

13.10 Bid Prices, Currency of Bid and Payment

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

13.11 Documents Establishing Bidder's Eligibility and Qualifications

- 11.1 Pursuant to Clause 13.8, 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.

13.12 Documents Establishing Works' Conformity to Bidding Documents

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



IB.13 Bid Security

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

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

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



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

D. SUBMISSION OF BID

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

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



E. BID OPENING AND EVALUATION

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

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

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

- 16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

- 16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

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

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

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



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

(A) Major (material) Deviations include:-

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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



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

IB.17 Process to be Confidential

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

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule 2(q);

(i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.



F. AWARD OF CONTRACT

II.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 satisfactorily perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

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

13.21 Performance Security

- 20.1 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).



12.1 (a) A detailed description of the works, essential technical and performance characteristics.

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

13.1 Amount of Bid Security :- 2% of Estimate Cost.

14.1 Period of Bid Validity :- 90 days

14.1 Number of Copies of the Bid to be submitted: One Original

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

Executive Engineer Ghotki Division (Irrigation) Ghotki (Irrigation Colony)

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

15.1 Deadline for Submission of Bids :-

Time 1:00 PM AM/PM on 9-11-2015

16.1 Venue, Time, and Date of Bid Opening:-

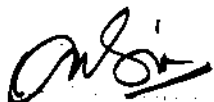
Venue YEN Ghotki Division

Time 2:00 PM Dated 9-11-2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period

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


ZAKI ULLAH WARESHI
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
GHOTKI

- *(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.



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

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

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



SCHEDULE – A TO BID

SCHEDULE OF PRICES

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

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



PREAMBLE TO SCHEDULE OF PRICES

1. General

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

2. Description

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

3. Units & Abbreviations

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

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

4. Rates and Prices

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



SCHEDULE - A TO BID

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

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

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

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.



SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

[Handwritten Signature]

SCHEDULE - A TO BID

SCHEDULE OF PRICES

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

(Signature)
 S201/2015/001/ESH/1
 ENGINEER IN CHARGE

REHABILITATION/ BRICK LINING OF PIR WAH RD 2 TO 14, RAISING SLABS OF ROAD BRIDGE RD-6 PIR WAH & RD 9 KORAI MINOR, REPAIR OF OFFICE BLOCK PANO SUB-DIVISION CHANNELS, REPAIR OF TYUNDEL LANDHI RD 373 GHOTKI FEEDER, CONSTRUCTING PANO BUND SUB-DIVISION OFFICE AT PANO AKIL AND CONSTRUCTING OF PIPE OUT LETS ALONG PIR WAH RD 0 TO TAIL

PACKAGE NO.2

"SCHEDULE "B"

Quantity	Item	Rate	Per	Amount
	Part-A			
1128000 Cft	1.Excavation in foundation of building ,bridges & other structures i/c dag belling , dressing refilling around the structures with excavated earth & ramming lead upto 50 feet.	3176.25	%0Cft	3582510.0
144000 Cft	2.Cement concrete plain i/c placing compacting , finishing & curing complete i/c screening & washing of stone aggregate without shuttering. ratio 1:3:6	12595.0	% Cft	18136800.0
216000 Cft	3.Pucca brick work in foundation & plinth in cement sand mortar ratio 1:4	12501.41	% Cft	27003046.0
178416 Cft	4.Pucca brick work other then building i/c stricking of joints upto 20ft: height .Ratio 1:5	12574.38	% Cft	22434706.0
24000 Sft	5.Erection & removal of centering for RCC or plain cement concrete work of partal wood 2 nd class (b) vertical.	3127.41	% Sft	750578.0
49560 Cft	6.Cement concrete plain i/c placing compacting , finishing & curing complete i/c screening & washing of stone aggregate without shuttering. ratio 1:2:4.	14429.25	% Cft	7151136.0
182400 Sft	7.Cement pointing flush joints up to 20 ft: height ratio 1:2.	1151.32	% Sft	2100008.0
86400 Sft	8.Cement pointing struct joints up to 20 ft: height ratio 1:2.	1287.44	% Sft	1112348.0
1440000 Cft	9.Borrow pit excavation undressed lead upto 100 ft in ordinary or hard soil.	2117.50	%0 Cft	3049200.0
1440000 Cft	10.Carriage of 100 Cft/ 5 tones of all material like stone aggregate , spawal coal lime surki etc B.G. Rail fastening points and crossings , bridges , girders , pipes sheets rails , M.S. bars etc or 1000 Nos or bricks of size 1" x5"x3" or 1000 Nos tiles of size 12"x6"x2" or 150 cft of timber or 100 mounds of fuel wood by trucks or any other means warned by the contactors (1 mile)	407.0	% Cft	5860800.0

1440000 Cft	11. Dressing & leveling of earth work to designed section etc complete in ordinary or hard soil.	187.55	%o Cft	270072.0
Total Amount Rs:				91451204.0
PART B	RAISING SLAB OF R/B AT RD:5 .0 ALONG PIR WAH & RD:9.0 ALONG KORAI MINOR.			
650 Cft	1. Dismantling cement concrete plain ratio 1:2:4	3327.50	% Cft	21629.0
1278 Cft	2. Dismantling cement concrete reinforcement separating reinforcement from concrete cleaning & strengthening the same.	5445.0	% Cft	69587.0
956 Cft	3. Pucca brick work other then building i/c striking of joints upto 20ft: height .Ratio 1:5	12574.38	% Cft	120211.0
109.85 Cwt	4. Fabrication of mild steel reinforcement or cement concrete i/c cutting , bending ,laying in position making joints & fastening i/c cost of binding wires also i/c removing rust from bars.	4820.20	P.Cwt	529499.0
1538 Cft	5. R.C.C work ,roof , slabs , beams ,columns rest , lintels , & other structural members laid in position complete in all respects ratio 1:2:4.	337.0	P.Cft	518306.0
195 Cft	6. Cement concrete plain i/c placing compacting , finishing & curing complete i/c screening & washing of stone aggregate without shuttering. ratio 1:2:4.	14429.25	% Cft	28137.0
340 Sft	7. Cement plaster up to 20 ft: ht: ratio 1:2 ¼" thick.	3056.62	% Sft	10393.0
130980 Cft	8. Borrow pit excavation undressed lead upto 100 ft in ordinary or hard soil.	2117.50	%o Cft	277350.0
130980 Cft	9. Carriage of 100 Cft / 5 tones of all material like stone aggregate , spawl coal lime surki etc B.G. Rail fastening points and crossings , bridges , girders , pipes sheets rails , M.S. bars etc or 1000 Nos or bricks of size 1" x5"x3" or 1000 Nos tiles of size 12"x6"x2" or 150 cft of timber or 100 mounds of fuel wood by trucks or any other means warnd by the contactors (3 mile)	579.41	% Cft	758911.0
130980 Cft	10. Dressing & leveling of earth work to designed section etc complete in ordinary or hard soil.	187.55	%o Cft	24565.0
Total Amount Rs:				2358588.0

PART-C REPAIR OF OFFICE BLOCK OF PANO SUB-DIVISION (CANALS) AT PANO AKIL, REPAIR OF TYNDEL LANDHI AT RD:322 GHOTKI FEEDER.				
1045 Cft	1.Dismantling cement concrete reinforcement separating reinforcement from concrete cleaning & strengthening the same.	5445.0	% Cft	56900.0
2671 Cft	2.Dismantling brick work in line or cement mater.	1285.63	% Cft	34339.0
102.70 Cwt	3.Fabrication of mild steel reinforcement or cement concrete i/c cutting , bending ,laying in position making joints & fastening i/c cost of binding wires also i/c removing rust from bars.	4820.20	P.C.W.T	495035.0
1917 Cft	4.R.C.C work ,roof , slabs , beams ,columns ref , lintels , & other structural members laid in position complete in all respects ratio 1:2:4.	337.0	P.Cft	646029.0
3215 Cft	5.Pucca brick work other then building i/c striking of joints upto 20ft: height .Ratio 1:5	12574.38	%Cft	404266.0
4411 Sft	6.Cement plaster up to 20 ft: ht: ratio 1:2 ¾" thick.	3056.62	% Sft	134828.0
905 Cft	7.Dismantling cement concert plain ratio 1:2:4.	3327.50	% Cft	30114.0
3031 Sft	8.Cement pointing strict joints up to 20 ft: height ratio 1:2.	1287.44	% Sft	39022.0
897 Sft	9.First class deodar wood wrought joinery in doors and windows etc. Fixed in position i/c chowkats.	309.52	P.Sft	277639.0
2459 Sft	10.Painting new surface (a) preparing surface and corrugated surface surface patent roofing etc priming coat all each subsequent coat of paint.	1489.68	% Sft	36631.0
15069 Sft	11.Distempering three coats.	1079.65	% Sft	162692.0
6712 Sft	12.White washing three coats.	829.95	% Sft	55706.0
3132 Sft	13.Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required color and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joint with slurry of white cement and pigment in dressed shape with finishing clearing and cost of wase polish etc complete i/c tiles to profile.	47655.56	% Sft	1492572.0
2351 Cft	14.Mud plaster on floor or roof 1" thick.	555.0	% Cft	13048.0
6854 Cft	15.Barrow pit excavation undressed lead upto 100 ft: in ordinary.)	2117.50	%0 Cft	14513.0

6854 Cft	16. Carriage of 100 Cft / 5 tones of all material like stone aggregate, spawl coal lime surki etc B.G. Rail fastening points and crossings, bridges, girders, pipes sheets rails, M.S. bars etc or 1000 Nos or bricks of size 1" x5"x3" or 1000 Nos tiles of size 12"x6"x2" or 150 cft of timber or 100 mounds of fuel wood by trucks or any other means warnd by the contactors (3 mile)	579.41	% Cft	39713.0
6854 Cft	17. Earth work compaction (soft ordinary or hard soil) (b) laying earth in 6" layers leveling dressing and watering for compaction. (Page No Item No)	354.0	%0 Cft	2426.0
1110 Cft	18. Cement concrete plain i/c placing compacting finishing and curing completion i/c screening and washing of stone aggregate w/o shuttering ratio 1:2:4. (Page No 22 Item No 4)	14429.25	% Cft	160165.0
Total Amount Rs:				4095638.0
Part-D"	ESTIMATE FOR CONSTRUCTING OF OFFICE BLOCK OF PANO BUND SUB-DIVISION AT PANO AKIL			
1080 Cft	1. Excavation in foundation of building, bridges & other structures i/c dag belling, dressing refilling around the structures with excavated earth & ramming lead upto 50 feet.	3176.25	%0Cft	3430.0
525 Cft	2. Cement concrete plain i/c placing compacting, finishing & curing complete i/c screening & washing of stone aggregate without shuttering. ratio 1:3:6	12595.0	% Cft	66124.0
721 Cft	3. Pucca brick work in foundation & plinth in cement sand mortar ratio 1:4	12501.41	% Cft	90135.0
1486 Cft	4. Pucca brick work other then building i/c striking of joints upto 20ft: height. Ratio 1:5	12574.38	% Cft	186855.0
41.57 Cwt	5. Fabrication of mild steel reinforcement or cement concrete i/c cutting, bending, laying in position making joints & fastening i/c cost of binding wires also i/c removing rust from bars.	4820.20	P.Cwt	200376.0
776 Cft	6. R.C.C work, roof, slabs, beams, columns, raft, lintels, & other structural members laid in position complete in all respects ratio 1:2:4.	337.0	P.Cft	261512.0
3056 Sf	7. Cement plaster up to 20 ft: ht: ratio 1:2 3/4" thick.	3056.62	%Sft	93410.0
2079Cft	8. Barrow pit excavation undressed lead upto 100 ft: in ordinary.	2117.50	%0 Cft	4402.0

2079 Cft	9. Carriage of 100 Cft / 5 tones of all material like stone aggregate, spawl coal lime, surki etc B.G. Rail fastening points and crossings, bridges, girders, pipes sheets rails, M.S. bars etc or 1000 Nos or bricks of size 1" x5"x3" or 1000 Nos tiles of size 12"x6"x2" or 150 cft of timber or 100 mounds of fuel wood by trucks or any other means warnd by the contactors (3 mile)	579.41	% Cft	12046.0
2079 Cft	10. Earth work compaction (soft ordinary or hard soil) (b) laying earth in 6" layers leveling dressing and watering for compaction.	354.0	%0 Cft	736.0
357 Cft	11. Cement concrete plain i/c placing compacting finishing and curing completion i/c screening and washing of stone aggregate w/o shuttering ratio 1:2:4.	14429.25	% Cft	51512.0
382 Sft	12. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required color and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joint with slurry of white cement and pigment in dressed shape with finishing clearing and cost of wase polish etc complete i/c tiles to profile.	47655.56	%Sft	182044.0
1385 Sf	13. Cement pointing struct joints on walls up to 20 ft: height ratio 1:2.	1287.44	% Sft	17831.0
367 Sft	14. First class deodar wood wrought joinery in doors and windows etc. Fixed in position i/c chowkats.	309.52	P.Sft	113593.0
734 Sft	15. Painting new surface (a) preparing surface and corrugated surface surface patent roofing etc priming coat all each subsequent coat of paint.	1489.68	% Sft	10934.0
2522 Sf	16. Distempering 3 coats.	1079.65	% Sft	27229.0
684 Sft	17 White washing three coats.	829.95	% Sft	5677.0
701 Cft	18. Mud plaster on floor or roof 1" thick	555.0	% Cft	3891.0
Total Amount Rs:				1331737.0
Part-E"	ESTIMATE FOR CONSTRUCTING OF PIPE OUT LET ALONG PIR WAH RD: 0 TO TAIL			
4182 Cft	1. Excavation in foundation of building bridges & other structures i/c dag belling, dressing refilling around the structures with excavated earth & ramming lead upto 50 feet.	3176.25	%0 Cft	13283.0

Sub-section 16/3

16/3

16/3

16/3

16/3

1275 Cft	2.Cement concrete plain i/c placing compacting , finishing & curing complete i/c screening & washing of stone aggregate without shuttering. ratio 1:3:6	12595.0	% Cft	160586.0
867 Cft	3.Pucca brick work in foundation & plinth in cement sand mortar ratio 1:4	12501.41	% Cft	108387.0
1071 Cft	4.Pucca brick work other then building i/c striking of joints upto 20ft: height .Ratio 1:5	12574.38	% Cft	134672.0
204 Rft	5.Fixing pipe outlet i/c back filling of earth and pudding portion under water .	71.32	P.Rft	14549.0
1496 Sft	6.Cement pointing struct joints on walls up to 20 ft: height ratio 1:2.	1287.44	%Sft	19260.0
204 Rft	7.Providing laying RCC pipe and collars of class "A" and fixing in trench i/c cutting filling and jointing with maxphalt composition and cement mortar (1:1 i/c testing with water to a head of 4.5 meter or 15 ft: 300 mm.	246.0	P.ft	50184.0
Total Amount Rs:				500921.0
<u>ABSTRACT</u>				
			Part-A	91451204.0
			Part-B	2358588.0
			Part-C	4095638.0
			Part -D	1331737.0
			Part-E	500921.0
			G. Total Amount Rs:	99738088.0

Note: Except Item No: 10, 9, 16 & 9 (Part-A, B, C & D)

CONTRACTOR

CCCS
DIVISIONAL HEAD DRAFTSMAN
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

M. S.
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

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 PERFORMED BY SUBCONTRACTORS*

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

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

Note:

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



SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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



METHOD OF PERFORMING WORKS

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

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



(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from, from Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

[name of Contractor] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from PA.

.....
[Procuring Agency]

.....
[Contractor]



CONDITIONS OF CONTRACT



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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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



does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 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.



4.2 Engineer's/Procuring Agency's Representative

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

4 THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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



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

5.2 Responsibility for Design

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

5. PROCURING AGENCY'S RISKS

5.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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



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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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



10.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities.

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

10.4 Early Warning

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

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

10.5 Valuation of Claims

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



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

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

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

(b) Valuation of the Works

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

11.2 Monthly Statements

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

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

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



11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12 DEFAULT

12.1 Defaults by Contractor

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

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



12.2 Defaults by Procuring Agency

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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

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

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

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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



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

15. RESOLUTION OF DISPUTES

15.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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



INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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



CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)

1.1.4 The Procuring Agency means

1.1.5 The Contractor means

1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.

1.1.9 Time for Completion _____ 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 including whether he belongs to department or consultant) and other details

1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) _____
- (j) _____

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



BIDDING DATA

This section should be filled in by the Engineer Procuring Agency before issuance of the bidding documents. The following specific date for the works to be tendered shall complement amend, or supplement the provisions in the Instructions to Bidders. Wherever, there are conflunts, the provisions herein shall prevail over those in the Instruction to Bidders.

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency: - Executive Engineer Ghotki Division (Irrigation) Ghotki.

Brief Description of Works Rehabilitation/Bricks Lining of Pirwah RD. 2 to 14. Raising slabs of R/B RD. 6 Pirwah & RD. 8 Korai minor, Repair to office blocks Pano S/Don channels, repair at Tymna (Lanahi RD. 373 Ghatta Feeder.

5.1(a) Procuring Agency's address: Executive Engineer Ghotki Division (Irrigation) Ghotki
Situatd Irrigation Colony Ghotki.

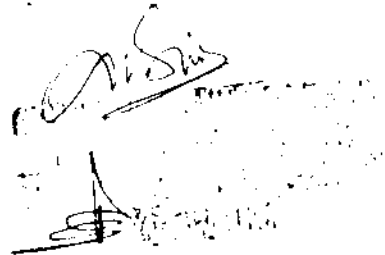
(b) Engineer's Address

Same as ~~from~~ above.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the contract as follows: *(Insert required capabilities and documents)*

- i. Financial capacity: *(Must have turnover of Rs. _____ Millions)*
- ii. Technical capacity: *(Mention the appropriate category of registration with PEC and qualification and experience of the staff)*
- iii. Construction capacity: *(Mention the names and number of equipments required for the work)*



- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: _____
- 3.2 Name and address of Engineer's/Procuring Agency's representative

- 4.4 Performance Security:
Amount _____
Validity _____
(Form: As provided under Standard Forms of these Documents)
- 5.1 Requirements for Contractor's design (if any):
Specification Clause No's _____
- 7.2 Programme:
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programme: _____ *(Bar Chart/CPM/PERT or other)*
- 7.4 Amount payable due to failure to complete shall be ___% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
9. Period for remedying defects

- 10.2 (c) Variation procedures:
Day work rates _____
_____ (details)
11. Terms of Payments
- i) Mobilization Advance
- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:



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

OR

2) Secured Advance on Materials

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



- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, 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 by 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.

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%)*

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

(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: _____

** (Procuring Agency to specify as appropriate)*

*** (It has to be in the Province of Sindh)*



STANDARD FORMS

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



FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause 18-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses 18-20.2 & 20.3 of Instructions to Bidders,



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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper 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 _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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

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



be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without civil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

Witness:

1. _____

(Corporate Secretary (Seal))

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (herewith called the "Agreement") made on the _____ day of _____ 2014 between _____ (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 witnesses as follow:

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 constructed 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
 - (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 may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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

Signature of the Contractor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed Sealed and Delivered in the presence of:-

Witness:

(Name Title and Address)

Witness:

(Name Title and Address)

*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).*



OFFICE OF THE EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION) @ GHOTKI.

Telephone No # 0723-684826.


Issued to : _____

Vide D.R No: _____ Dated _____

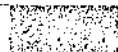
STANDARD FORM OF BIDDING DOCUMENTS.

NAME OF WORK

REPAIR OF QUARTERS A-TYPE, B-TYPE
NEW & OLD, C-TYPE NEW & OLD, D-
TYPE, D-1/1, CLASS-I BUNGALOW,
CLASS-II BUNGALOW, RENOVATION OF
MASJID, OFFICE BLOCK GHOTKI,
DRAINAGE SYSTEM, REPAIR OF
CANTEEN, REHABILITATION OF ROAD &
COMPOUND WALL.

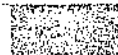

(ZAHID HUSSAIN QURESHI)
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
-E@ GHOTKI

INVITATION FOR BIDS



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INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. The Procuring Agency, _____ [enter name of the procuring agency], invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category(not required for works costing Rs 2.5 million or less) and/or duly pre-qualified(if pre-qualification is done for specific scheme/project) with the Procuring Agency for the Works, _____ [enter title, type and financial volume of work], which will be completed in _____ [enter appropriate time period] days.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees _____ (Insert Amount). Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, at _____ (Mailing Address).

- †
3. All bids must be accompanied by a Bid Security in the amount of Rs. _____ (Rupees _____) or _____ percentage of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered to _____ (Indicate Address and Exact Location) at or before _____ hours, on _____ (Date). Bids will be opened at _____ hours on the same day in the presence of bidders' representatives who choose to attend, at the same address [indicate the address if it differs].

- [Note: 1. Procuring Agency to enter the requisite information in blank spaces.
2. The bid shall be opened within one hour after the deadline for submission of bids.]



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

IB.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.

IB.2 Eligible Bidders

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

- a) duly licensed by the Pakistan Engineering Council (PEC) in the appropriate category for value of works.

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

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

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

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



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

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

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

IB.5 Clarification of Bidding Documents

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



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

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

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

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

IB.9 Sufficiency of Bid

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



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

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

10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

10.3 The unit rates and prices in the Schedule of Prices or percentage above or below on the composite schedule of rates shall be quoted by the bidder in the currency as stipulated in Bidding Data.

10.4 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

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

11.1 Pursuant to Clause 1B.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.

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

12.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.

12.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.



IB.13 Bid Security

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

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

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



- 14.5 Each bidder shall prepare Original and number of copies specified in the Bidding Data of the documents comprising the bid as described in 13.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.7 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Bidding Data.

D. SUBMISSION OF BID

13.13 Deadline for Submission, Modification & Withdrawal of Bids

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



E. BID OPENING AND EVALUATION

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

16.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bidding Data.

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

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

16.3 To assist in the examination, evaluation and comparison of Bids the Engineer/Procuring Agency may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted (SPP Rule 43).

16.4 (a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

(b) Arithmetical errors will be rectified on the following basis:

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

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

16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (**major deviation**) may be waived by Procuring Agency,



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

(A) Major (material) Deviations include:-

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

(B) Minor Deviations

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

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

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

16.8 Evaluated Bid Price

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

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



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

IB.1.7 Process to be Confidential

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

17.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redressal Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

17.3 Bidders may be excluded if involved in "**Corrupt and Fraudulent Practices**" means either one or any combination of the practices given below SPP Rule 2(q);

(i) "**Coercive Practice**" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

(ii) "**Collusive Practice**" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

(iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

(iv) "**Fraudulent Practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) "**Obstructive Practice**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.



F. AWARD OF CONTRACT

IB.18. Post Qualification

18. 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 satisfactorily perform the Contract in accordance with the provisions of the IB.18.

- 19.2 Notwithstanding IB.19.1, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

IB.20 Notification of Award & Signing of Contract Agreement

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

IB.21 Performance Security

21. 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).
- 21.1 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).



12.1 (a) A detailed description of the works, essential technical and performance characteristics.

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

13.1 Amount of Bid Security :- 2% of Estimate Cost.

14.1 Period of Bid Validity :- 90 days

14.1 Number of Copies of the Bid to be submitted: One Original

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

Executive Engineer Ghotki Division (Irrigation) Ghotki (Irrigation Colony)
(Insert postal address or location of bid box delivery by hand)

15.1 Deadline for Submission of Bids :-

Time 1:00 PM AM/PM on 08.16.2015

16.1 Venue, Time, and Date of Bid Opening:-

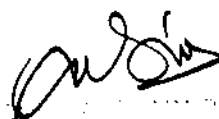
Venue XEN Ghotki Division

Time 02:00 PM Dated 08.16.2015

16.4 Responsiveness of Bids

(i) Bid is valid till required period

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


Sindh Public Procurement Regulatory Authority
Irrigation Division
Ghotki

- *(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 BID
(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

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



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

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

Dated this _____ day of _____, 20

Signature _____

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

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

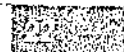
Name: _____

Address: _____



[SCHEDULES TO BID INCLUDE THE FOLLOWING:

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



SCHEDULE -- A TO BID

SCHEDULE OF PRICES

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

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



PREAMBLE TO SCHEDULE OF PRICES

1. General
 - 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
 - 1.2 The Contract shall be for the whole of the works as described in these Bidding Documents. Bids must be for the complete scope of works.
2. Description
 - 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.
3. Units & Abbreviations
 - 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the Systeme Internationale d'Unites (SI Units).

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



SCHEDULE - A TO BID

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

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

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

**(Procuring Agency may modify as appropriate)*

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

5. Bid Prices

5.1 Break-up of Bid Prices

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

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

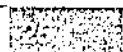
5.2 Total Bid Price

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

6. Provisional Sums and Day work

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Engineer/Procuring Agency. The Contractor will only receive payment in respect of Provisional Sums, if he has been instructed by the Engineer/Procuring Agency to utilize such sums.

- 6.2 Day work rates in the contractor's bid are to be used for small additional amounts of work and only when the Engineer have given written instructions in advance for additional work to be paid for in that way.




SCHEDULE OF PRICES – SUMMARY OF BID PRICES (Sample)

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

SCHEDULE OF PRICES

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


ZAHID HUSSAIN QURESHI
EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

REPAIR OF QUARTERS A-TYPE, B-TYPE NEW & OLD, C-TYPE NEW & OLD, D-TYPE, D-1/1, CLASS-I BUNGALOW, CLASS-II BUNGALOW, RENOVATION OF MASIID, OFFICE BLOCK GHOTKI, DRAINAGE SYSTEM, REPAIR OF CANTEEN, REHABILITATION OF ROAD & COMPOUND WALL.

"SCHEDULE B"

Package No: 3.

Quantity	Item	Rate	Per	Amount
	<u>PART-A (A-TYPE QUARTERS)</u>			
313 Cft	1. Dismantling sun dried brick masonry. Page No. 10.	378.13	% Cft	1183.0
313 Cft	2. Pucca brick work in ground floor in cement sand mortar ratio 1:5. (Page No. 20)	12902.08	% Cft	40384.0
921 Sft	3. Cement Plaster 1:2 up to 20' ht: (b) ½" thick. (Page No. 51 Item No. 9 (b)).	2496.77	% Sft	22995.0
2 Nos:	4. Fixing water spout or pernalas.	210.0	Each	420.0
1060 Sft	5. Mud plaster on floor or roof 1" thick	555.0	% Sft	5883.0
36.5 Sft	6. First class deodar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc, deodar paneled or paneled and glazed or fully glazed (a) 2" thick.	1336.59	P-Sft	48785.0
3010 Sft	7. White washing three coats.	425.84	% Sft	12818.0
	8. Distempering two coats	1079.65	% Sft	26117.0
601 Sft	9. Painting doors and windows type two coats. (Page 67).	1160.06	% Sft	6971.0
444 Sft	10. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar ¾" thich i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	211572.0
	Total Rs.			377128.0
	377128 x 4 Rs.			1508512.0
	<u>PART-B (B-TYPE NEW)</u>			
594 Sft	1. Cement plaster 1:3 up to 20' ht: (b) ½" thick.	2496.72	% Sft	14831.0
2241 Sft	2. White washing three coats.	829.95	% Sft	18599.0
1756 Sft	3. Distempering two coats.	1079.65	% Sft	18958.0
630 Sft	4. Painting doors and windows type two coats.	1160.06	% Sft	7308.0
632 Sft	5. Mud Plaster on floor or roof 1" thick.	555.0	% Sft	3508.0

Quantity	Item	Rate	Per	Amount
135 Sft	6. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc, deadar paneled or paneled and glazed or fully glazed (a) 2" thick.	1336.59	P-Sft	181776.0
866 Sft	7. Proving and laying Halla or pattern tiles glazed 6"x6"x1/4" on floor wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar 3/4" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	412663.0
Total Amount Rs.				657643.0
657643 x 6 Grand Total Amount Rs:				3945858.0
PART-C (B-TYPE OLD)				
1073 Cft	1. Dismantling sun drayed brick masonry. Page No. 10.	378.13	% Cft	4057.0
1073 Cft	2. Pucca brick work in ground floor in cement sand mortar ratio 1:5. (Page No. 20)	12902.08	% Cft	138439.0
869 Sft	3. Cement Plaster 1:3 up to 20' ht: (b) 1/2 thick. (Page o. 51.	2496.72	% Sft	21696.0
3208 Sft	4. White washing three coats.	829.95	% Sft	26624.0
1680 Sft	5. Distempering two coats.	1079.65	% Sft	18138.0
438 Sft	6. Painting doors and windows type two coats.	1160.06	% Sft	5081.0
632 Sft	7. Mud Plaster on floor or roof 1" thick	555.0	% Sft	3508.0
108 Sft	8. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc, deadar paneled or paneled and glazed or fully glazed (a) 2" thick.	1336.59	P-Sft	144352.0
968 Sft	9. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar 3/4" thich i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	461267.0
Total Rs.				823162.0
823162 x 16 Rs.				13170592.0

Quantity	Item	Rate	Per	Amount
(i)	PART-D (C-TYPE QUARTER NO: 10 & 24)			
2602 Cft	1. Dismantling sun drayed brick masonry. Page No. 10.	378.13	% Cft	9839.0
2602 Cft	2. Pucca brick work in ground floor in cement sand mortar ratio 1:5. (Page No. 20)	12902.08	% Cft	335712.0
1986 Sft	3. Cement Plaster 1:3 up to 20' ht: (b) ½ thick. (Page o. 51.	2496.72	% Sft	49584.0
1374 Sft	4. White washing three coats.	829.95	% Sft	11403.0
1396 Sft	5. Distempering two coats.	1079.65	% Sft	15072.0
375 Sft	6. Painting doors and windows type two coats.	1160.06	% Sft	4350.0
592 Sft	7. Mud Plaster on floor or roof 1" thick	555.0	% Sft	3285.0
407 Sft	8. Providing and laying ½" thick topping cement concrete 1:2:4 i/c surface finishing and dividing into panels 3" thick.	2548.29	% Sft	10372.0
1028 Sft	9. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar ¾" thich i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	489858.0
156 Sft	10. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc, deadar paneled or paneled and glazed or fully glazed (a) 2" thick.	1336.59	P-Sft	208508.0
2 Nos:	11. Fixing Water spout or paralas	211.5	Each	423.0
31.54 Cwt	12. Fabrication of mild steel re information cement for cement concert i/c cutting bending laying in position and fasting i/c cost of binding wires (also includes removal of rust form bars) (P-No. 18 Hem No. 7 (a)	4820.20	P-Cwt	152029.0
588.71 Cft	13. R.C.C work in roof slabs, beams, columns , rafts, lintels and other structural members laid in position or pre cost laid in situ completion in all respect ratio 1:2:4 (P-No. 4, Item No.18)	337.0	P-Cft	198395.0
Total Rs.				1488830.0
1488830 x 2 Rs.				2977660.0
(ii)	(ELECTRIC ARRANGEMENT QUARTER NO: 10 & 24)			
18	1. Wiring for light or fan point with 1/1.13 (3/029) PVC insulated wire PVC in 20mm (3/4) PVC conduit recessed in the wall or column as requjred (P-15 Item 129).	910	P-Point	16380.0

Quantity	Item	Rate	Per	Amount
8	2. Wiring for plug point with (3/0.29) PVC insulated wire in 20mm (3/4) PVC conduit recessed in the wall or column as required.	742	P-Point	5936.0
36	3. Providing and laying (Main or sub/main) PVC insulated with size 2-7/0.29 copper conductor in 3/4 dia PVC conduit on surface. (P-1 Item 03).	171	P-Meter	6156.0
42	4. Providing and laying main or sub main PVC insulated with size 2-7/ 0.52 copper conductor 1" dia PVC conduit on surface. Page 01 Item 6).	428	P-Meter	17976.0
18	5. Providing and fixing 5amps switch flush type one wat S.P 5amps switch flush type. (Page 33 Item 219).	54	P-Nos.	972.0
20	6. Providing and fixing two pins 5amps switch plug and socket. (Page 33 Item 222)	80	P-Nos.	1600.0
10	7. Providing and fixing brass bittern holder. (Page 33 Item 232)	70	P-Nos.	700.0
5.	8. Providing and fixing brass pin switch socket.	166	P-Nos.	830.0
			Total Rs.	50550.0
			50550 x 2 Rs.	101100.0
(iii)	(WATER SUPPLY & SENATORY WORK QUARTER NO: 10 & 24)			
3	1. Providing and fixing squatting type white glazed earthen were W.C pan with including the cost of flushing cistern with internal fitting and flush pipe with bend & making requisite number of holes in walls plinth & floor for pipe connections & making good in cement concrete 1:2:4 with 4" dia earthen ware trap & plastic thumble P-1 Item No: 1 (ii)	5088.2	P/No	15265
3	2. Providing and fixing 24x18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6" built into wall, painted white in two coats after a primary coat of red lead paint, a pair of 1/2" dia chrome plated pillar taps, 1-1/2" rubber plug and chrome brass waste of approved pattern 1-1/4" dia malleable iron C.P brass traps, malleable iron or brass unions and making requite number of holed in wall, plinth and floor for pipe connection and making good in cement concrete 1:2:4 P-3 Item No. 8	4253.90	P-Nos.	12762.0
3	3. Add: extra for labour for P/F PF of earth in were pedestal white or colored glazed foregin equipment P-3 Item No. 9	938.47	P-Nos.	2815.0

Quantity	Item	Rate	Per	Amount
1	4. Providing and fixing steel sinke stainless local make complete with cast iron wrought iron brackets 6 inches built in wall 1-1/2" C.P bubber plug chrome plated brass chain 1-1/2" C.P brass waste, with 1-1/2" P.V.C waste pipe and making requisite number of holes in wall and plinth and floor pipe connection and making good in cement concrete 1:2:4 (b) Steel sink stainless sized 36" x18" local make (Standard pattern) P-5 Item No. 19 (b)	5162.30	P-Nos.	5162.0
4	5. Providing fixing 6"x2" or 6"x3" C.I floor trapor the approved self cleaning desing with C.I screwed down gritting with or without and vent are complete with and i/c making connection and making good in C.C 1:2:4 P-6 Item No. 20	2024.46	P-Nos.	8098.0
4	6. Providing and fixing in position nylon connction complete with 1/2" dia bradd stop cock with pair of brass nuts and lining joint to nylong connection P-6 Item No. 23	447.05	P-Nos.	1788.0
2	7. Providing and fixing chrome plated brass towel rail complete with brackets fixing on wooden cleat with 1" long C.P screws fixed to wooden pleat P-1 (b) Item No. 1	1412.95	P-Nos.	2826.0
2	8. Providing and fixing 15"x12" beloved edge mirroe of Belgium glass compelte with 1/8" thick hard board and C.P screws fixed to wooden pleat P-7 item No. 3 (b)	2376	P-Nos.	4752.0
1	9. Providing and fixing 4" dia C.I soil and event pipes i/c cutting and fitting and extra painting to match the color of buildings P-9 Item No: 1	333.29	P-Rft	333.0
2	10. Providing and fixing 4"x4x4" dia C.I branches of the required degree with access doors rubber washer 1/8" thick and bolts and nuts and extra painting to match the color or building P-9 Item No. 5	270.6	P-Rft	541.0
2	11. Providing and fixing 4" dia C.I plain bend of the required degree i.c extra painting to match the color of buildings P-10 Item No. 10	566.70	P-Nos.	1133.0
2	12. Providing and fixing 4" C.I terminal guard i/c extra painting to match the color of the building P-10 item No. 11	389.70	P-Nos.	779.0
2	13. Providing and fixing 3"x3"x3" dia C.I branch of the required degree with access door rubber washer 1/8" thick and built and nuts and extra painting to match the color or the building P-10 Item No. 17	585.30	P-Nos.	1171.0

Quantity	Item	Rate	Per	Amount
2	14. Providing and fixing 3" dia C.I bend of the required with and built and nuts and extra painting to match the color or the building P-11 Item No. 21	508.80	P-Nos.	1018.0
20 130	15. Providing G.I pipes and special etc i/c fixing cutting and fitting completer with and i/c the cost of cutting trench upto 2-1/2" feet deep refilling watering ramming and disposal of surplus P-174 Item No. 1 (i) & (ii)	64.88 86.36	P-Rft P-Rft	1298.0 11227.0
20 130	16. Add: extra labour for concealed C.I pipe and fitting i/c making races in the wall for pipe and making good in cement mortar etc complete P-12 Item No: 2	7.82 8.45	P-Rft P-Rft	156.0 1099.0
80 150 50	17. Providing and fixing G.I pipe and special etc i/c fixing cutting and fitting trench upto 2-1/2" feet deep fitting water ramming and disposal of surplus earth with 1 one chain and painting two coats of bitumen paint to pipe and special after cleaning and hassian cloth sacked in and maxphlat composition wrapped tightly round pipes and testing to a pressure head of 200 ft: and handing. P-12 Item No. 1	86.36 116.20 183.58	P-Rft P-Rft P-Rft	6909.0 17430.0 9179.0
3 2 2	18. Providing and fixing handle valve P-17 Item No. 5	200.42 271.92 365.42	P-Nos. P-Nos. P-Nos.	601.0 544.0 731.0
5	19. Supplying and fixing canceled steps cocks for superior quality with C.P head 1/2" dia P-15 Item No. 13	478.128	P-Nos.	2391.0
5	20. Supplying & fixing long bib cock of superior quality with C.P head 1/2" canceled dia P-15 Item No. 1	1109.46	P-Nos.	5547.0
2	21. Providing and fixing in C.P brass shower rose with 1/2" or 3/4" inlets 4" dia P-15 Item No. 17	259.38	P-Nos.	519.0
1	22. Supplying and fixing fiber glass plastic tank of approved quality and design and wall thickness as specified i/c cost of butes bolts and fixing in plate form of C.C 1:3:6 & main connections for inlet and outlet and overflow dipper etc complete (a) 250 Gal P-18 Item No. 3	21989.61	P-Nos.	21990.0
30 130 60	23. Providing R.C.C pipe with collars class "B" and digging the trenches to required depth and fixing in position i/c cutting fitting and jointing with maxphalt composition and cement mortar 1.1 and testing with water pressure to a head of 4 feet: above the top of the heights and refilling with excavated staff P-23 Item NO. 2	146.57 199.25 401.97	P-Rft P-Rft P-Rft	4397.0 25903. 24118.0
Total Rs.				192481.0
192481 x 2 Rs.				384962.0

Quantity	Item	Rate	Per	Amount
	PART-E (C-TYPE NEW)			
260 Sft	1. Cement Plaster 1:2 up to 20' ht: ½" thick.	2496.72	% Sft	6491.0
572 Sft	2. Mud Plaster on roof or floor 1" thick.	555.0	% Sft	3174.0
3 Nos	3. Fixing water pouts or parnalls.	211.75	Each	635.0
1022 Sft	4. White washing two coats.	829.95	% Sft	8482.0
1206 Sft	5. Distempering two coats.	1079.65	% Sft	13020.0
519 Sft	6. Painting doors and windows any type two coats.	1160.06	% Sft	6020.0
616 Sft	7. Providing and laying Halla or pattern tiles glazed 6"x6"x1/4" on floor wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 grey cement mortar ¾" thick i/c washing and filling of joints with slurry of white cement and pigment in desired shape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	293533.0
			Total Rs.	331355.0
			331355 x 6 Rs.	1988130.0
	PART-F (C-TYPE OLD)			
692 Cft	1. Dismantling sun drayed brick masonry. Page No. 10.	378.13	% Cft	2617.0
692 Cft	2. Pucca brick work in ground floor in cement sand mortar ratio 1:5. (Page No. 20)	12902.08	% Cft	89282.0
601 Sft	3. Cement Plaster 1:3 up to 20' ht: (b) ½ thick. (Page o. 51.	2496.72	% Sft	15005.0
1374 Sft	4. White washing three coats.	829.95	% Sft	11403.0
1396 Sft	5. Distempering two coats.	1079.65	% Sft	15072.0
375 Sft	6. Painting doors and windows type two coats.	1160.06	% Sft	4350.0
592 Sft	7. Mud Plaster on floor or roof 1" thick	555.0	% Sft	3285.0
237 Sft	8. Providing and laying ½" thick topping cement concrete 1:2:4 i/c surface finishing and dividing into panels 3" thick.	2548.29	% Sft	6039.0
1028 Sft	9. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar ¾" thick i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	489858.0
156 Sft	10. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc, deadar paneled or paneled and glazed or fully glazed (a) 2" thick.	1336.59	P-Sft	208508.0

Quantity	Item	Rate	Per	Amount
2 Nos:	11. Fixing Water spout or paralas	211.5	Each	423.0
			Total Rs.	845842.0
			845842 x 28 Rs.	23683576.0
	<u>PART-G (D-TYPE QUARTERS)</u>			
588 Cft	1. Dismantling Sun dried bricks masonry.	378.13	% Cft	2223.0
588 Cft	2. Pucca brick work in ground floor i/c striking of joint in cement sand mortar ratio 1:5.	12902.08	% Cft	75864.0
520 Sft	3. Cement Plaster 1:2 up to 20' ht: ½" thick.	2496.72	% Sft	12983.0
311 Sft	4. Mud Plaster on roof or floor 1" thick.	555.0	% Sft	1726.0
1740 Sft	5. White washing two coats.	829.95	% Sft	14441.0
963 Sft	6. Distempering three coats. Page No. 53.	1079.65	% Sft	10397.0
188 Sft	7. Painting Doors and windows any type two coats.	1160.06	% Sft	2180.0
446 Sft	8. Providing and laying 1" thick topping cement concrete 1:2:4 i/c surface finishing & dividing into panels @ 2" thick.	2548.29	% Sft	11365.0
78.25 Sft	9. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc (a) 2" thick.	1336.59	P-Sft	104588.0
			Total Rs.	235767.0
			235767 x 35 Rs.	8251845.0
	<u>PART-H (D-1 TYPE)</u>			
324 Cft	1. Dismantling Sun dried bricks masonry.	378.13	% Cft	1225.0
324 Cft	2. Pucca brick work in ground floor i/c striking of joint in cement sand mortar ratio 1:5.	12902.08	% Cft	41803.0
555 Sft	3. Providing and laying 2" thick topping in cement concrete 1:2:4 i/c surface finishing & dividing into panels.	2548.29	% Sft	14143.0
386 Sft	4. Cement plaster (1:4) up to 20' height ½" thick.	2496.72	% Sft	9637.0
453 Sft	5. Mud Plaster on floor or roof 1" thick	555.0	% Sft	2514.0
3 Nos:	6. Fixing water spouts and parnallas.	211.75	P-Nos.	635.0
590 Sft	7. White washing three coats.	829.95	% Sft	4896.0
1346 Sft	8. Distempering two coats.	1079.65	% Sft	14532.0
235 Sft	9. Painting doors and windows any type two coats.	1160.06	% Sft	2726.0

Quantity	Item	Rate	Per	Amount
15 Sft	10. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc (a) 2" thick.	1336.59	Rft	20049.0
			Total Rs.	112160.0
			112160 x 9 Rs.	1009440.0
	<u>PART-I (CLASS-I BUNGALOW)</u>			
2633 Cft	1. Dismantling cement concrete plain ratio 1:2:4.	378.13	% Cft	9956.0
2633 Cft	2. Pucca brick work in ground floor i/c striking of joint in cement sand mortar ratio 1:5.	12902.08	% Cft	339712.0
6901.25 Sft	3. Removing Cement or lime plaster	121.0	% Sft	8350.0
6901.25 Sft	4. Cement plaster 1:2 up to 20' ht: (b) ¾" thick.	3056.62	% Sft	210945.0
6901.25 Sft	5. Cement plaster thick ½" up to 20' height ratio 1:4.	2283.83	% Sft	157612.0
4946 Sft:	6. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar ¾" thick i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	2356846.0
492 Sft	7. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats 1¾" thick.	1336.59	P-Sft	657602.0
492 Sft	8. Painting doors and windows any type 2 coats.	1160.06	% Sft	5707.0
11671.25 Cft	9. White Washing 3 coats.	2829.95	% Sft	330290.0
2764.25 Sft	10. Distempering 2 coats.	1079.65	% Sft	29844.0
			Total Rs.	4106864.0
			4106864 x 2 Rs.	8213728.0
	<u>PART-II (CLASS-II, BUNGALOW)</u>			
2801 Cft	1. Pucca brick work in ground floor i/c striking of joint in cement sand mortar ratio 1:5.	12902.08	% Cft	361387.0
8316 Sft	2. Cement plaster 1:2 up to 20' ht: (b) ¾" thick.	2496.72	% Sft	207627.0

Quantity	Item	Rate	Per	Amount
3572 Sft	3. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar 3/4" thich i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	1702114.0
406 Sft	4. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats 1 3/4 thick.	1336.59	P-Sft	542656.0
8316 Sft	5. Distemping 2 coats.	1079.65	% Sft	89784.0
			Total Rs.	2903568.0
			2903568 x 2 Rs.	5807136.0
(i)	PART-K (MASJID)			
663 Cft	1. Dismantling cement concrete reinforced separating reinforcement from concrete cleaning and strengthening the same	5445.0	% Cft	36100.0
60.67 Cwt	2. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of bending wires (also i/c removal of rust from bars. (using tor bars)	5001.70	P-Cwt	303453.0
1510 Cft	3. R.C.C work in roof slabs beams columns rafts, lintels and other structural members laid in situ or pre cost laid in position complete in all respects ratio 1:2:4.	337.0	P-Cft	508870.0
5460 Sft	4. Removing Cement or lime plaster.	121.0	% Sft	6607.0
108 Cft	5. Dismantling Bricks work in lime or cement mortar.	1258.63	% Cft	1359.0
651 Cft	6. Cement concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering) Ratio 1:3:6	12595.0	% Cft	81993.0
5372 Sft	7. Providing and lying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement motar 3/4" thich i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	2559842.0

Quantity	Item	Rate	Per	Amount
980 Sft	8. Providing and fixing false ceiling thermopile in panels of required design and size i/c frame work of aluminum T-section hanged with nail wire to ceiling etc complete.	91.50	P-Sft	89670.0
567 Cft	9. Pucca brick work in ground floor in (d) cement sand mortar ratio 1:5.	12902.08	% Cft	73155.0
5460 Sft	10. Cement plaster 1:2 up to 20 ft: height (c) ¾" thick.	3056.62	% Sft	166891.0
368 Sft	11. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats hold fasts, hinges iron towers, bolts, chocks, cleats, handles and cords with hooks etc, deadar paneled or paneled and glazed or fully glazed (a) 2" thick.	1336.59	P-Sft	491865.0
736 Sft	12. Painting doors and windows any type (two coats).	1160.06	% Sft	8538.0
126 Sft	13. Rough cost/ stucco cement plaster ¾" thick in proportion of 1½" in cement hill sand and Bajri in patterns.	2306.10	% Sft	2906.0
1080 Sft	14. Mud Plaster on floor or roof 1" thick	555.0	% Sft	5994.0
3564 Sft	15. White washing three coats.	829.95	% Sft	29579.0
378 CW	16. Supplying and fixing in position iron/ steel girl of ¾"x1/4" size flat of approved design i/c printing 3 coats etc complete.	180.50	P-Cwt	68229.0
			Total Rs.	4435051.0
(ii)	[Electric Arrangement Masjid]			
35	1. Wiring for light or fan point with 1/1.13 (3/029) PVC insulated wire PVC in 20mm (3/4) PVC conduit recessed in the wall or column as required (P-15 Item 129).	910	P-Point	31850.0
10	2. Wiring for plug point with (3/0.29) PVC insulated wire in 20mm (3/4) PVC conduit recessed in the wall or column as required. (Page 15 Item 130).	742	P-Point	7420.0
70	3. Providing and laying (Main or sub/main) PVC insulated with size 2-7/0.29 copper conductor in ¾ dia PVC conduit on surface. (P-1 Item 03).	171	P-Meter	11970.0
30	4. Providing and laying (Main or sub/main) PVC insulated with size 7/36 copper conductor in ¾ dia PVC conduit on surface (P-11 Item 02).	252	P-Meter	7560.0
35	5. Providing and laying main or sub main PVC insulated with size 2-7/ 0.52 copper conductor 1" dia PVC conduit on surface. Page 01 Item 6).	428	P-Meter	14980.0
35	6. Providing and fixing 5amps switch flush type one wat S.P 5amps switch flush type. (Page 33 Item 219).	54	P-Nos.	1890.0
8	7. Providing and fixing two pins 5amps switch plug and socket. (Page 33 Item 222)	80	P-Nos.	640.0

Quantity	Item	Rate	Per	Amount
25	8. Providing and fixing brass bittern holder. (Page 33 Item 232)	70	P-Nos.	1750.0
3	9. Providing and fixing circuit breaker 06m 10m 15, 20, 30, 40, 50 & 63amps S.P (TB 5S) on prepared board as required. (Page 31 Item 203)	916	P-Nos.	2748.0
3	10. Providing & fixing circuit breaker 63amps DT on. (Page 31 Item 207)	2456	P-Nos.	7368.0
1	11. Providing and Bakelite ceiling rose two terminals. (Page 33 Item 228)	72	P-No.	72.0
			Total Rs.	88248.0
(iii)	(Water Supply & Senatory Work Masjid)			
3	1. Providing and fixing squatting type white glazed earthen were W.C pan with including the cost of flushing cistern with internal fitting and flush pipe with bend & making requisite number of holes in walls plinth & floor for pipe connections & making good in cement concrete 1:2:4 with 4" dia earthen ware trap & plastic thumble P-1 Item No: 1 (ii)	5088.2	P/No	15265
3	2. Providing and fixing 24x18" lavatory basin in white glazed earthen ware complete with & i/c the cost of W.I or C.I cantilever brackets 6" built into wall, painted white in two coats after a primary coat of red lead paint, a pair of 1/2" dia chrome plated pillar taps, 1-1/2" rubber plug and chrome brass waste of approved pattern 1-1/4" dia malleable iron C.P brass traps, malleable iron or brass unions and making requite number of holed in wall, plinth and floor for pipe connection and making good in cement concrete 1:2:4 P-3 Item No. 8	4253.90	P-Nos.	12762.0
3	3. Add: extra for labour for P/F PF of earth in were pedestal white or colored glazed foregin equipment P-3 Item No. 9	938.47	P-Nos.	2815.0
1	4. Providing and fixing steel sinke stainless local make complete with cast iron wrought iron brackets 6 inches built in wall 1-1/2" C.P bubber plug chrome plated brass chain 1-1/2" C.P brass waste, with 1-1/2" P.V.C waste pipe and making requisite number of holes in wall and plinth and floor pipe connection and making good in cement concrete1:2:4 (b) Steel sink stainless sized 36" x18" local make (Standard pattern) P-5 Item No. 19 (b)	5162.30	P-Nos.	5162.0

Quantity	Item	Rate	Per	Amount
4	5. Providing fixing 6"x2" or 6"x3" C.I floor trap or the approved self cleaning desing with C.I screwed down gritting with or without and vent are complete with and i/c making connection and making good in C.C 1:2:4 P-6 Item No. 20	2024.46	P-Nos.	8098.0
4	6. Providing and fixing in position nylon connction complete with 1/2" dia bradd stop cock with pair of brass nuts and lining joint to nylong connection P-6 Item No. 23	447.05	P-Nos.	1788.0
2	7. Providing and fixing chrome plated brass towel rail complete with brackets fixing on wooden cleat with 1" long C.P screws fixed to wooden pleat P-1 (b) Item No. 1	1412.95	P-Nos.	2826.0
2	8. Providing and fixing 15"x12" beloved edge mirroe of Belgium glass compelte with 1/8" thick hard board and C.P screws fixed to wooden pleat P-7 item No. 3 (b)	2376	P-Nos.	4752.0
1	9. Providing and fixing 4" dia C.I soil and event pipes i/c cutting and fitting and extra painting to match the color of buildings P-9 Item No: 1	333.29	P-Rft	333.0
2	10. Providing and fixing 4"x4x4" dia C.I branches of the required degree with access doors rubber washer 1/8" thick and bolts and nuts and extra painting to match the color or building P-9 Item No. 5	270.6	P-Rft	541.0
2	11. Providing and fixing 4" dia C.I plain bend of the required degree i.c extra painting to match the color of buildings P-10 Item No. 10	566.70	P-Nos.	1133.0
2	12. Providing and fixing 4" C.I terminal guard i/c extra painting to match the color of the building P-10 item No. 11	389.70	P-Nos.	779.0
2	13. Providing and fixing 3"x3"x3" dia C.I branch of the required degree with access door ruboer washer 1/8" thick and builts and nuts and extra painting to match the color or the building P-10 Item No. 17	585.30	P-Nos.	1171.0
2	14. Providing and fixing 3" dia C.I bend of the required with and builts and nuts and extra painting to match the color or the building P-11 Item No. 21	508.80	P-Nos.	1018.0
20 130	15. Providing G.I pipes and special etc i/c fixing cutting and fitting completer with and i/c the cost of cutting trench upto 2-1/2" feet deep refilling watering ramming and disposal of surplus P-174 Item No. 1 (i) & (ii)	64.88 86.36	P-Rft P-Rft	1298.0 11227.0
20 130	16. Add: extra labour for concealed C.I pipe and fitting i/c making races in the wall for pipe and making good in cement mortar etc complete P-12 Item No: 2	7.82 8.45	P-Rft P-Rft	156.0 1099.0

Quantity	Item	Rate	Per	Amount
80 150 50	17. Providing and fixing G.I pipe and special etc i/c fixing cutting and fitting trench upto 2-1/2" feet deep fitting water ramming and disposal of surplus earth with I one chain and painting two coats of bitumen paint to pipe and special after cleaning and hassian cloth sacked in and maxphlat composition wrapped tightly rounf pipes and testing to a pressure head of 200 ft: and handing. P-12 Item No. 1	86.36 116.20 183.58	P-Rft P-Rft P-Rft	6909.0 17430.0 9179.0
3 2 2	18. Providing anf fixing handle valve P-17 Item No. 5	200.42 271.92 365.42	P-Nos. P-Nos. P-Nos.	601.0 544.0 731.0
5	19. Supplying and fixing canceled steps cocks for superior quality with C.P head 1/2" dia P-15 Item No. 13	478.128	P-Nos.	2391.0
5	20. Supplying & fixing long bib cock of superior quality with C.P head 1/2" canceled dia P-15 Item No. 1	1109.46	P-Nos.	5547.0
2	21. Providing and fixing in C.P brass shower rose with 1/2" or 3/4" inlets 4" dia P-15 Item No. 17	259.38	P-Nos.	519.0
1	22. Supplying and fixing fibber glass plastic tank of approved quality and design and wall thickness as specified i/c cost ot butes bolts and fixing in plate form of C.C 1:3:6 & main connections for inlet and outlet and overflow dipper etc complete (a) 250 Gal P-18 Item No. 3	21989.61	P-Nos.	21990.0
30 130 60	23. Providing R.C.C pipe with collars class "B" and digging the trenches to required depth and fixing in position i/c cutting fitting and jointing with maxphalt composition and cement mortar 1.1 and testing with water pressure to a head of 4 feet: above the top of the heights and refilling with excavated staff P-23 Item NO. 2	146.57 199.25 401.97	P-Rft P-Rft P-Rft	4397.0 25903. 24118.0
			Total Rs.	192482.0
(i)	PART-L (Office Building)			
31508 Sft	1. Removing cement or lime plaster.	121.0	% Sft	38125.0
3890 Cft	2. Pucca brick work in ground floor in (d) cement sand mortar ratio 1:5.	12902.08	% Cft	501891.0
2214 Sft	3. First class deadar wood wrought journey in doors and windows etc, fixed in position i/c chowkats.	1336.59	P-Sft	2959210.0
39448 Sft	4. Cement plaster 1:2 up to 20' ht: (b) ¾: thick.	3056.62	% Sft	1205775.0

Quantity	Item	Rate	Per	Amount
5125 Sft	5. Cement pointing struck joint on wall up to 20 ft. height ratio 1:2.	1287.44	% Sft	65981.0
21052 Sft	6. Providing and laying Halla or pattern tiles glazed 6"x6"x1/4" on floor or wall facing in required colour and pattern of STYLE specification jointed in white cement and pigment over a base of 1:2 gray cement mortar 3/4" thick i/c washing and filling of joint with slurry of white cement and pigment in dressed hape with finishing clearing and cost of wax polish etc complete i/c cutting tiles to profile.	47651.56	% Sft	10031606.0
2160 Sft	7. Supplying and fixing in position iron/ steel girl of 3/4"x1/4" size flat of approved design i/c printing 3 coats etc complete.	180.50	P-Sft	389880.0
2102 Sft	8. Providing and fixing false ceiling thermopile in panels of required design and size i/c frame work of aluminum T-section hanged with nail wire to ceiling etc complete.	91.50	P-Sft	192333.0
500 Rft	9. Providing and fixing plaster of paris ceiling border of 8" to 10" with of specified design and thickness i/c fixing besides ceiling with nails/ screws with jetties.	104.22	P-Rft	52110.0
39448 Sft	10. Painting new surface (a) preparing surface and corrugated surface patent roofing etc 3 coats.	1489.68	% Sft	587649.0
20 Nos:	11. Fixing water spouts or panels.	211.75	Each	4235.0
39448 Sft	12. Distempering three coats.	1079.65	% Sft	425900.0
12971 Sft	13. White washing three coats.	829.95	% Sft	107653.0
11742 Sft	14. Mud Plaster on floor or roof 1" thick	555.0	% Sft	65168.0
4428 Sft	15. Painting new surface preparing surface and painting doors and window any type including edges three coats.	1489.68	% Sft	65963.0
			Total Rs.	16693479.0
(ii)	(Electric Arrangement Office Block)			
150	1. Wiring for light or fan point with 1/1.13 (3/029) PVC insulated wire PVC in 20mm (3/4) PVC conduit recessed in the wall or column as required (P-15 Item 129).	910	P-Point	136500.0
40	2. Wiring for plug point with (3/0.29) PVC insulated wire in 20mm (3/4) PVC conduit recessed in the wall or column as required. (Page 15 Item 130).	742	P-Point	29680.0
200	3. Providing and laying (Main or sub/main) PVC insulated with size 2-7/0.29 copper conductor in 3/4 dia PVC conduit on surface. (P-1 Item 03).	171	P-Meter	34200.0
100	4. Providing and laying (Main or sub/main) PVC insulated with size 7/36 copper conductor in 3/4 dia PVC conduit on surface	252	P-Meter	25200.0

Quantity	Item	Rate	Per	Amount
100	5. Providing and laying main or sub main PVC insulated with size 2-7/ 0.52 copper conductor 1" dia PVC conduit on surface. (Page 01 Item 6).	428	P-Meter	42800.0
110	6. Providing and fixing 5amps switch flush type one wat S.P 5amps switch flush type. (Page 33 Item 219).	54	P-Nos.	5940.0
20	7. Providing and fixing two pins 5amps switch plug and socket. (Page 33 Item 222)	80	P-Nos.	1600.0
80	8. Providing and fixing brass bittern holder. (Page 33 Item 232)	70	P-Nos.	5600.0
15	9. Providing and fixing circuit breaker 06m 10m 15, 20, 30, 40, 50 & 63amps S.P (TB 5S) on prepared board as required. (Page 31 Item 203)	916	P-Nos.	13740.0
15	10. Providing & fixing circuit breaker 63amps DT on. (Page 31 Item 207)	2456	P-Nos.	36840.0
5	11. Providing and Bakelite ceiling rose two terminals. (Page 33 Item 228)	72	P-No.	360.0
			Total Rs.	332460.0
	<u>PART-M (DRAINAGE SYSTEM)</u>			
24700 Cft	1. Excavation in foundation of buildings bridges and other structures i/c bag billing dressing refilling around structures with excavated earth watering and ramming lead up to 50 ft: in ordinary soil.	2722.50	%o Cft	67246.0
240 Cft	2. Dismantling and removing Road Metalling.	605.0	% Cft	1452.0
10425 Cft	3. Supply of clear screened (River or pit) sand with in 5 chains including removal of top crust of earth or over burden and royalty to the Government or cost to the private owners.	420.0	%o Cft	4378.0
10425 Cf:	4. Dressing and leveling of earth work to designed section etc compete. (a) Asher, Sand, Silt or soft soil.	187.15	%o Cft	1951.0
7093 Cft	5. Cement concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering) Ratio 1:4:8.	11288.75	% Cft	800711.0
34356 Cft	6. Pucca brick work in foundation & plinth in cement sand mortar 1:4.	12501.41	% Cft	4294984.0
7300 Sft	7. Errection and removal and centering for RCC or plain cement concrete work of partial wood 2 nd class vertical.	7000.0	% Sft	511000.0
600 Cft	8. Cement concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering) Ratio 1:2:4.	14429.25	% Cft	86576.0
45431 Sft	9. Cement plaster 1:4 up to 20 ft: height ½" thick.	2283.93	% Cft	1037612.0

Quantity	Item	Rate	Per	Amount
43.32 Cwt	10. Fabrication of mild steel reinforcement for cement concrete i/c cutting bending laying in position making joints and fastening i/c cost of bending wires (also i/c removal of rust from bars.(using tor bars)	5001.70	P-Cwt	216674.0
1350 Cft	11. R.C.C work in roof slabs beams columns rafts, lintels and other structural members laid in situ or pre cast laid in position complete in all respects ratio 1:2:4.	337.0	P-Sft	454950.0
			Total Rs.	7477531.0
	(PART-N CANTEEN)			
190	1.Dismantling R.CC WORK	5445.0	% Cft	10346.0
1296	2.Removing cement or lime plaster	121.0	% Sft	1568.0
340	3.Dismantling sun drid brick masonry	378.13	% Cft	1286.0
11.53	4.Fabrication of mild steel	5001.70	% p-Cft	57670.0
190	5.RCC Work	337.0	% p-Cft	64030.0
340	6.pacca brick work in groud floor i/c striking Of joint ratio: 1:5	12902.08	% Cft	43867.0
1296	7.cement plaster 1;2;4 up to 20" ht ½" thick	2496.72	% Sft	32357.0
360	8. Whit washing 2 coats.	425.84	% Sft	1533.0
1296	9. Distem pring 2 coats.	1079.65	% Sft	13992.0
24	10.Frist class deadar wood	1336.59	P-Sft	32078.0
48	11.Panting doors and windows any type 2 coats	1160.06	% Sft	557.0
360	12. Mud plaster on Roof floor 1" frist type coats	555.0	% Sft	1998.0
360	13. Providing and laying 1" thick looping cement concrete 1:2:4 i/c surface finishing dividing inti panels 2" thick	2548.29	% Sft	9174.0
2 Nos	14. Fixing water spouts or parnals	210.0	Each	420.0
11 cwt	15. Small iron work such as gusset plate per cwt knees bends stirrusp rings ect including cutting drilling revetting handling excludaing erection in position.	6420.61	P-Cwt	70627.0
			Total Rs.	341503.0
	PART-O (RECONDITIONING OF ROAD)			
	(i) W/R			
29.664 Cft	1. Making diagonal grooves 1½ @ 2 ft: center to center in Road surface.	146.41	P %o Cft	4343.0
177.984 Cft	2. Diversion in cashing bems for widening the road including preparation of sub grade after watering and rolling with power roller, dressing the excavated staff etc complete.	526.27	P-%o Cft	93668.0
7416 Cft	3. Sand Cushion Providing sand cushion i/c supplying and speeding pit/ canal sand of approved quantity from approved source of supply to site of work i/c watering and rolling etc complete	900	P-% Cft	66744.0

Quantity	Item	Rate	Per	Amount
29664 Cft	<p>4. Sub-Base Course Preparing sub base course by supplying and spreading stone metal 1 ½ 2 " gauge of approve quality from approved quarry in required thickness to proper camber and grade i/c hand packing filling void with 20 cft pit/ canal sand and having plasticity index not more than 6% of suitable quality, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate i/c all cost of material and carriage upto site of work) (S.I.No. 8 (a) P. No: 3).</p>	4381.76	% Cft	1299805.0
4944 R t	<p>5. Brick Edging Laying Brick on end edging including supplying 9" x 4 ½ x 3" first brick excavation for laying edging with small size parallel to the road i/c costs material T&P and carriage upto 3 chains.</p>	2484.94	% Rft	122855.0
22248 Cft	<p>6. Base Course Providing Base course i/c supplying and spreading stone metal of approved from Arrore quarry properly graded to maximum size of ½ in required thickness to proper camber and grade i/c supplying and spreading 15 cft of screening and non plastic quarry line filling depressions with stone metal after initial rolling i/c watering and compacting the same, so as to achieve 100% density as per modified AASHO specifications (Rate i/cs providing of using templates, camber plates, screen forms as directed) Rate i/cs all cost of materials T&P and carriage upto site of work (S.I. No: 10 P.No: 4)</p>	5252.41	% Cft	1168556.0
44496 Sft	<p>7. 1st Coat Providing 1st coat of surface dressing on new or existing surface with 30 lbs Bitumen and 4.0 Cft of crushed bajri of required size including cleaning the road surface rolling etc complete (Rate includes all cost of material T&P and carriage upto 3 chains).</p>	1520.45	% Sft	676539.0

Quantity	Item	Rate	Per	Amount
44496 Sft	8. 1" Thick Carpet Providing 1" thick (consolidated) premixed carpet in proper camber and grade including supplying 10 Cft crushed bajri 4 Cft Hill sand of approved quality and 67 lbs of bitumen of 80/100 penetration including mixing in mechanical mixer in required proportion including heating material T&P and carriage upto 3 chains (S.I No: 16 P.No: 7).	4107.84	% Sft	1827824.0
24603 Cft	9. Formation Earth for road embankment by bulldozer i/c ploughing mixing clod breaking dressing and compacting with optimum moisture content lead 100' & lift upto 5' in all types of soil except rock.	3656.23	%o Cft	89954.0
	10. Miscellaneous			
0.450 Miles	(a) Making & Maintenance Diversion Making and maintenance diversion during construction of road i/c supplying necessary barears notice boards with lighting arrangement providing necessary crossing other water course where ever necessary as to be road in good motor able condition.	5884.29	P-KM	2648.0
	(ii). Construction			
78486 Cft	1. Formation (a) (Earth Work 95-100% Compaction) Earth for road embankment by bulldozer i/c ploughing mixing clod breaking dressing and compacting with optimum moisture content lead 100' & lift upto 5' in all types of soil except rock.	6190.17	%o Cft	485842.0
14338 Cft	Formation (b) (Earth Work 85% Compaction)	3656.23	%o Cft	52423.0
18540 Cft.	2. Sub-Base Course Preparing sub base course by supplying and spreading stone metal 1 ½ 2 " gauge of approve quality from approved quarry in required thickness to proper camber and grade i/c hand packing filling void with 20 cft pit/ canal sand and having plasticity index not more than 6% of suitable quality, watering and compacting to achieve 98-100% density as per modified AASHO specifications (Rate i/c all cost of material and carriage upto site of work) (S.I.No. 8 (a) P. No: 3).	4381.76	% Cft	812378.0

Quantity	Item	Rate	Per	Amount
6180 Rft	3. Brick Edging Laying Brick on end edging including supplying 9" x 4 ½ x 3" first brick excavation for laying edging with small size parallel to the road i/c costs material T&P and carriage upto 3 chains.	2484.94	% Rft	153569.0
18540 Cft	4. Base Course Providing Base course i/c supplying and spreading stone metal of approved from Arrore quarry properly graded to maximum size of ½ in required thickness to proper camber and grade i/c supplying and spreading 15 cft of screening and non plastic quarry line filling depressions with stone metal after initial rolling i/c watering and compacting the same, so as to achieve 100% density as per modified AASHO specifications (Rate i/cs providing of using templates, camber plates, screen forms as directed) Rate i/cs all cost of materials T&P and carriage upto site of work (S.I. No: 10 P.No: 4)	5252.41	% Cft	973797.0
37080 Sft	5. 1st Coat Providing 1 st coat of surface dressing on new or existing surface with 30 lbs Bitumen and 4.0 Cft of crushed bajri of required size including cleaning the road surface rolling etc complete (Rate includes all cost of material T&P and carriage upto 3 chains).	1520.45	% Sft	563783.0
37080 Sft	6. 1" Thick Carpet Providing 1" thick (consolidated) premixed carpet in proper camber and grade including supplying 10 Cft crushed bajri 4 Cft Hill sand of approved quality and 67 lbs of bitumen of 80/100 penetration including mixing in mechanical mixer in required proportion including heating material T&P and carriage upto 3 chains	4107.84	% Sft	1523187.0
	7. Miscellaneous			
0.570 Miles	(a) Making & Maintenance Diversion Making and maintenance diversion during construction of road i/c supplying necessary barears notice boards with lighting arrangement providing necessary crossing other water course where ever necessary as to be road in good motor able condition.	90870.89	P-KM	51796.0
			Total Rs:	9969711.0

Quantity	Item	Rate	Per	Amount
	PART-P (Compound Wall)			
12434 Cft	1. Cement concrete plain i/c placing compacting finishing and curing complete (i/c screening and washing of stone aggregate without shuttering).	14429.25	% Cft	1794133.0
1400 Sft 22100 Sft	2. Errection and removal and centering for R.C.C or plain cement concrete work of partial wood 2 nd class vertical. (a) Horizontal (b) Vertical	3588.48 3127.41	% Sft % Sft	50239.0 691158.0
10670 Cft	3. Pucca brick work other than building i/c striking of joints up to 20 ft: height in (d) cement sand mortar ratio 1:5.	12574.38	% Cft	1341686.0
17376 Cft	4. Cement plaster 1:4 up to 20' ht: (b) ½" thick.	3056.62	% Sft	531118.0
13796 Cft	5. Cement pointing struck joint on walls ratio 1:2.	1287.47	% Sft	177619.0
			Total Rs:	4585953.0

	PART-A RS.	1508512.0
	PART-B RS.	3945858.0
	PART-C RS.	13170592.0
	PART-D RS.	3463422.0
	PART-E RS.	1988130.0
	PART-F RS.	23683576.0
	PART-G RS.	8251845.0
	PART-H RS.	1009440.0
	PART-I RS.	8213728.0
	PART-J RS.	5807136.0
	PART-K RS.	4715784.0
	PART-L RS.	17025939.0
	PART-M RS.	7411531.0
	PART-N RS.	341503.0
	PART-O RS.	9969711.0
	PART-P RS.	4585953.0
	G-Total Rs.	115092660.0

CONTRACTOR

DIVISIONAL HEAD DRAFTSMAN
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

EXECUTIVE ENGINEER
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

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 PERFORMED BY SUBCONTRACTORS*

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

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

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



SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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



CONDITIONS OF CONTRACT



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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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



does not include any allowance for profit.

Other Definitions

- 1.1.11 "Contractor's Equipment" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 "Country" means the Islamic Republic of Pakistan.
- 1.1.13 "Procuring Agency's Risks" means those matters listed in Sub-Clause 6.1.
- 1.1.14 "Force Majeure" means an event or circumstance which makes performance of a Party's obligations illegal or impracticable and which is beyond that Party's reasonable control.
- 1.1.15 "Materials" means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 "Plant" means the machinery and apparatus intended to form or forming part of the Works.
- 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 Contractor shall be notified by the Engineer/Procuring Agency, the delegated duties and authority before the Commencement of works.

4. THE CONTRACTOR

4. General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

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

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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



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

5.2 Responsibility for Design

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

6. PROCURING AGENCY'S RISKS

6.1 The Procuring Agency's Risks

The Procuring Agency's Risks are:-

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



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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

9.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

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

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

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

0.2 Valuation of Variations

Variations shall be valued as follows:

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

10.3 Changes in the Quantities.

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

10.4 Early Warning

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

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

10.5 Valuation of Claims

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



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

10.6 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

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

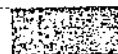
The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

1.2 Monthly Statements

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

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

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



11.3 Interim Payments

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

11.4 Retention

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

11.5 Final Payment

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

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

11.6 Currency

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

12. DEFAULT

12.1 Defaults by Contractor

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

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



12.2 Defaults by Procuring Agency

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

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

2.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13 RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

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



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

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

3.2 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.

5. RESOLUTION OF DISPUTES

5.1 Engineer's Decision

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

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

15.2 Notice of Dissatisfaction

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

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

15.3 Arbitration

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



16 INTEGRITY PACT

16.1 If the Contractor or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Procuring Agency shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Contractor any loss or damage to the Procuring Agency as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

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



CONTRACT DATA

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

Sub-Clauses of Conditions of Contract

- 1.1.3 Procuring Agency's Drawings, if any
(To be listed by the Procuring Agency)
- 1.1.4 The Procuring Agency means

- 1.1.5 The Contractor means

- 1.1.7 Commencement Date means the date of issue of Engineer's Notice to Commence which shall be issued within fourteen (14) days of the signing of the Contract Agreement.
- 1.1.9 Time for Completion _____ 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 including whether he belongs to department or consultant) and other details

- 1.3 Documents forming the Contract listed in the order of priority:
- (a) The Contract Agreement
 - (b) Letter of Acceptance
 - (c) The completed Form of Bid
 - (d) Contract Data
 - (e) Conditions of Contract
 - (f) The completed Schedules to Bid including Schedule of Prices
 - (g) The Drawings, if any
 - (h) The Specifications
 - (i) _____
 - (j) _____

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



BIDDING DATA

This section should be filled in by the Engineer Procuring Agency before issuance of the bidding documents. The following specific date for the works to be tendered shall complement amend. or supplement the provisions in the Instructions to Bidders. Wherever there are confluent, the provisions herein shall prevail over those in the Instruction to Bidders.

Instructions to Bidders

Clause Reference

1.1 Name of Procuring Agency: - Executive Engineer Ghotki Division (Irrigation) Ghotki.

Brief Description of Works Repair of Quarters A-Type, B-Type, New set of C-type
New set of D-Type, D-1/1, class-I Bungalows, Class-II Bungalows
Renovation of Masjid, office block Ghotki.

5.1(a) Procuring Agency's address: Executive Engineer Ghotki Division (Irrigation) Ghotki
Situated Irrigation Colony Ghotki.


(b) Engineer's Address

Same as above.

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak. Rupees.

11.2 The bidder has the financial, technical and constructional capability necessary to perform the contract as follows: *(Insert required capabilities and documents)*

- i. financial capacity: *(Must have turnover of Rs. _____ Millions)*
- ii. Technical capacity: *(Mention the appropriate category of registration with PEC and qualification and experience of the staff)*
- iii. Construction capacity: *(Mention the names and number of equipments required for the work)*


ZAHID HUSSAIN QURESHI
EXECUTIVE ENGINEER,
GHOTKI DIVISION (IRRIGATION)
@ GHOTKI

- 2.1 Provision of Site: On the Commencement Date
- 3.1 Authorized person: _____
- 3.2 Name and address of Engineer's/Procuring Agency's representative

- 4.4 Performance Security:
Amount _____
Validity _____
(Form: As provided under Standard Forms of these Documents)
- 5.1 Requirements for Contractor's design (if any):
Specification Clause No's _____
- 7.2 Programme:
Time for submission: Within fourteen (14) days* of the Commencement Date.
Form of programme: _____ *(Bar Chart/CPM/PERT or other)*
- 7.4 Amount payable due to failure to complete shall be ___% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance
(Usually the liquidated damages are set between 0.05 percent and 0.10 percent per day.)
- 7.5 Early Completion
In case of earlier completion of the Work, the Contractor is entitled to be paid bonus up-to limit and at a rate equivalent to 50% of the relevant limit and rate of liquidated damages stated in the contract data.
- 9.1 Period for remedying defects

- 10.2 (e) Variation procedures:
Day work rates _____
_____ (details)
- 11.1 Terms of Payments
- a) Mobilization Advance
- (1) Mobilization Advance up to 10 % of the Contract Price stated in the Letter of Acceptance shall be paid by the Procuring Agency to the Contractor on the works costing Rs.2.5 million or above on following conditions:



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

OR

2) **Secured Advance on Materials**

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



- (vii) Secured Advance should not be allowed unless & until the previous advance, if any, 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 by 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.

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%)*

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

(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: _____

* *(Procuring Agency to specify as appropriate)*

** *(It has to be in the Province of Sindh)*



STANDARD FORMS

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



FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Bidder) with
address: _____

Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called The "Procuring Agency") in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, finally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of:
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause 13-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses 13-20.2 & 20.3 of Instructions to Bidders,



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

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper 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 _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

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

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



be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without civil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

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

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

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



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (herewith called the "Agreement") made on the _____ day of _____ 2014 between _____ (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 witnesses as follow:

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 constructed 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
 - (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 may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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

Signature of the Contractor

(Seal)

Signature of the Procuring Agency

(Seal)

Signed Sealed and Delivered in the presence of:-

Witness:

(Name Title and Address)

Witness:

(Name Title and Address)

*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).*

