

**EXECUTIVE ENGINEER, PROVINCIAL HIGHWAYS DIVISION LARKANO**



**TENDER/ BIDDING DOCUMENTS**

**Name of Work :-**

**NIT No. & Date: TC/G-55/**

**Dated:**

**Date of Issue upto :**

**Date of Opening:**

**Tender Issued to:**

**D.R No. Date:**

**Tender Fee.**

**3000/-**

**Executive Engineer,  
Provincial Highways Division  
Larkano**

# FROM OF BID

Bid Reference No.

To

Executive Engineer,  
Provincial Highways Division  
LARKANO.

## GENTLEMAN

1. Having examined the Bidding Documents instructions to bidders, bidding data conditions of Contract, Contract Data, Specification, 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 work and remedy any defects therein in conformity with the said Documents including addenda there to for the Total Bid Price of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_) of such other sum as my be ascertained in accordance with said Documents.

2. We understand that all the schedules attached here to form part of this Bid.

3. As security for due performance of the undertaking and obligations of this Bid, we submit herewith a bid security in the shape of call deposit No. \_\_\_\_\_ dated: \_\_\_\_\_ Bank \_\_\_\_\_ in the amount of Rs. \_\_\_\_\_ drawn in your favour or made payable to your and valid for a period of twenty eight (242) days beyond the period of validity of Bid.

4. We undertake, if our Bid is accepted to commence the work and to deliver and complete the work comprised in the contract within the time(s) stated in contract data

5. We agreed to abide by this Bid for the period of \_\_\_\_\_ 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

Contd: P/2

P/2

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.

Date this \_\_\_\_\_ Day of \_\_\_\_\_ 2013

Signature \_\_\_\_\_

(SEAL)

Address:-

WITNESS:

Signature: \_\_\_\_\_

Name:

Address:

## SUMMARY OF BID PRICE

NAME OF WORK:-

S.NO:	Description	Amount
1	PART-A	
i.		
2	PART-B	
i.		
ii.		
iii.		
iv.		
	TOTAL	
	G.TOTAL A+B	

Total Bid Price in words Rs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor



NAME OF WORK:-

**BILL OF QUANTITIES**

# **SPECIFICATIONS**

- i. PWD / NHA Specifications**

# **FORMS**

**BID SECURITY  
PERFORMANCE SECURITY  
CONTRACT AGREEMENT  
MOBILIZATION ADVANCE GUARANTEE  
INDENTURE BOUND FOR SECURED ADVANCE**

## **Contact/Bidding Data**

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

*[Instructions are provided, as needed, in italics.]*

### Instructions to Bidders

#### Clause Reference

1.1 Name and address of the procuring agency:  
**Executive Engineer, Provincial Highways Division Larkano**

1.2 Name of the Project and Summary of the works:

*[Insert brief summary, including relationship to other contracts under the Project. If the works are to be tendered in separate contracts, describe all the contracts.]*

2.1 Name of the Borrower/Source of Financing/Funding Agency/Funding Source;

*[Insert the ADP No:(in case of PSDP) /name of Borrower and statement of relations hip with the procuring agency, if different from the Borrower. This insertion should correspond to the information provided in the Invitation for Bids.]*

2.1 Amount and Type of Financing/Scheme Cost and Allocated Funds.  
Rs. (Million)  
Allocated Rs. (Million)

8.1 Time limit for clarification:

*[Minimum number of days to seek clarification by the interested bidder may be inserted as no later than 5 working days prior to last date of submission.]*

**THREE DAYS**

10.1 Bid language:

*[The same language in which the bidding documents are written in English, should be used in National/International Competitive Bidding.]*

**ENGLISH**

1.1 (a) Prequalification Information to be updated (where applicable):

*[Indicate what items of information submitted with application for prequalification is to be updated. It may include but not limited to (i) Evidence of access to financial resources,(ii) latest status of financial resources commitment for two years(including the current year),(iii) works awarded during the interim period,(iv) availability of essential critical equipment, and(v) information about litigation presently in process.]*

- 11.1 (b) Furnish and Technical Proposal (*in case of two envelope method*) or Company Profile in single stage single envelope:

The bidder has to submit a technical proposal insufficient detail to demonstrate the adequacy of the bid in meeting requirements for timely completion of the works.

**SINGLE STAGE SINGLE ENVELOPE**

- 13.1 Bidders to quote entirely in Pak. rupees but specify the percentages of foreign currency they require, if applicable.

- 14.1 Period of Bid Validity:

*[Insert number of days after the deadline for bid opening. This period should be realistic, allowing sufficient time to evaluate the Bids, bearing in mind the complexity of works, and the time required for obtaining references, clarifications, clearances, and approvals (including the Financing Agency's "No Objection" if it is a bilateral or multilateral funding agency financed project)and for notification of the award. Normally the validity period should not exceed 90 days for NCB and 120days for ICB.]*

**NINETY DAYS**

- 15.1 Amount of Bid Security:

*[This amount should be the same as also quoted in the Invitation forbids. To avoid disclosure of bid price, affixed sum should be specified, in preference to a percentage of the bid price. The sum has to be within the limits of 5% of estimated cost. The percentage should be lower in case of larger works and higher in case of smaller works, but not less than 1%and not exceed the limit of 5%.]*

**TWO PERCENT OF ESTIMATEED COST**

- 17.1 Venue, time, and date of the pre-Bid meeting:

*[Insert address of venue, or indicate that the meeting will not take place. The meeting should take place not later than 7 days in case of NCB and no later than 15 days in case of ICB before the dead line for bid submission. It should take place concurrently with the site visit, if any (see Sub-Clause IB-6).]*

**MEETING WILL NOT TAKE PLACE**

- 18.4 Number of copies of the bid to be completed and returned:

*[Usually one original and..... copies (number to be specified by the procuring agency)]*

19.2 (a) Procuring Agency's address for the purpose of bid submission:

**Office of the Executive Engineer, Provincial Highways Division Larkana**

*[Should match the receiving address provided in the Invitation for Bids.]*

(b) Name and Identification Number of the Contract:

20.1 (a) Deadline for submission of bids: **upto 2.00 (P.M)**

*[The time and date should be the same as that given in the Invitation for Bids unless subsequently amended pursuant to IB.20.2.]*

(b) Venue, time, and date of bid opening: Office of the Executive Engineer, Provincial Highways Division Larkana.

**upto 2.00 (P.M)**

*[Date should be the same as that given for the dead line for submission of Bids [IB.20] but time for opening of bids shall be at least thirty minutes after the time for the dead line for submission of bids, but not later than one hour].*

32.1 Standard form and amount of Performance Security acceptable to the procuring agency:

*[Select the kind of Performance Security (bank guarantee, call deposit, pay order), and indicate the amount/percentage. A bank guarantee has to be unconditional as given in the sample form given with the bidding document. An amount not more than 10 percent of the contract price is commonly specified for bank guarantees. This percentage should match with that stipulated in Appendix-A to Bid.]*

32.3 Stamp duty

**Rs. 0.30%** will be paid by successful bidder as stamp duty. [% will depend upon the rules]

**BID SECURITY**  
**(Bank Guarantee)**

Security Executed on \_\_\_\_\_  
(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address \_\_\_\_\_

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

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

KNOWALL MENBYTHESEPRESENTS, that in pursuance of the terms of the bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_

(herein after called the 'Procuring Agency') in the sum stated above for the payment of which sum well and truly to be made, web in ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying bid dated for Bid No. for (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said bid that the **bidder** furnishes a bid security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the procuring agency, conditioned as under:

- (1) that the bid security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to bidders or as it may be extended by the procuring agency, notice of which extension (s) to the Surety is here by waived;
- (2) that the bid security of unsuccessful bidders will be returned by the procuring agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said procuring agency pursuant to Clause 15.6 of the Instruction to bidders 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 with the said procuring agency in accordance with his bid as accepted and furnish with in twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said procuring agency for the faithful performance and proper fulfillment of the said Contractor in the event of non-withdrawal of the said bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the procuring agency, the said sum 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 Surety at its address given above.

PROVIDED ALSO THAT the procuring agency shall be the sole and final judge for deciding whether the Principal (Bidder) 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 Surety shall pay without objection the said sum upon demand from the procuring agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHERE OF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being here to affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature\_\_\_\_\_

1. Name\_\_\_\_\_

\_\_\_\_\_ Title\_\_\_\_\_

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address



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

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Procuring Agency]

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

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 (herein after called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (herein after 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 find 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 there of that may be granted by the procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being here by waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, 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 argument sand 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 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 Contractor 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 WHERE OF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being here to affixed and these presents duly signed by its under signed representative, pursuant to authority of its governing body.

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

**MOBILIZATION ADVANCE GUARANTEE**

Bank Guarantee No. Date \_\_\_\_\_

WHEREAS (herein after called the 'Procuring Agency') has entered in to a Contract for \_\_\_\_\_  
(Particulars of Contract)

with (here in after called the "Contractor").

AND WHERE AS, the Procuring Agency has agreed to advance to the Contractor, at the Contractor's request, an amount of Rupees (Rs ) which amount shall be advanced to the Contractor as per provisions of the Contract.

AND WHERE AS, the Procuring Agency has asked the Contractor to furnish Guarantee to secure the mobilization advance for the performance of his obligations under the said Contract.

AND WHEREAS, \_\_\_\_\_  
(Scheduled Bank in Pakistan)

(here in after called the "Guarantor") at the request of the Contractor and in consideration of the **procuring agency** agreeing to make the above advance to the Contractor, has agreed to furnish the said Guarantee.

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

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

This Guarantee shall remain in force until the advance is fully adjusted against payments from the Interim Payment Certificates of the Contractor or until \_\_\_\_\_ Which ever is earlier.

(Date)

The Guarantor's liability under this Guarantee shall not in any case exceed the sum of Rupees (Rs ).

This Guarantee shall remain valid upto the aforesaid date and shall be null and void after the aforesaid date or earlier if the advance made to the Contractor is fully adjusted against payments from Interim Payment Certificates of the Contractor provided that the Guarantor agrees that the aforesaid period of validity shall be deemed to be extended if on the above mentioned date the advance payment is not fully adjusted.

GUARANTOR

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

WITNESS

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary(Seal)

2. \_\_\_\_\_  
(Name Title & Address)

\_\_\_\_\_  
Corporate Guarantor(Seal)

**INDENTURE FOR SECURED ADVANCES.**

(For use in cases in which is contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time).

This INDENTURE made the.....day of.....  
.....20..... BETWEEN (herein after called "the Contractor" which expression shall where the context so admits or implied be deemed to include his heirs, executors, administrators and assigns) of the one part and THE GOVERNOR OF SINDH (here in after called "the Government" of the other part).

WHEREAS by an agreement, dated (herein after called the said agreement, the contractor has agreed to perform the under-mentioned works (here in after referred to as the said work):-

(Here enter (the description of the works).<sup>1</sup>

AND WHERE AS the contractor has applied to the.....  
.....for an advance to him of Rupees.....  
(Rs.....) on the security of materials absolutely belonging to him and brought by him to the site of the said works the subject of the said agreement for use in the construction of such of the said works as he has undertaken to execute at rates fixed for the Finished work (inclusive of the cost of materials and labour and other charge) AND WHEREAS the Government has agreed to advance to the Contractor the sum of Rupees, (Rs. ....) on the security of materials the quantities and other particulars of which are detailed in Part-II of Running Account Bill (B).the said works signed by the contractor

FinR.Form.17.A

On.....and on such covenants and conditions as are hereinafter contained and the Government has reserved to itself the option of marking any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

NOW THIS INDENTURE WTTNESSETH that in pursuance of the said Agreement and in consideration of the sum of Rupees.....Rs.....)on or before the execution of these presents paid to the Contractor by the Government (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid (all of which advances are here in after collectively referred to as the said amount) the Contractor doth hereby assign to the Government they said materials by way of security for the said amount

And doth hereby covenant and agree with the Government and declared follow :-

(1) That the said sum of Rupees.....RS.  
.....) so advanced by the Government to the Contractor as aforesaid and all or any further sum or sums which may be advanced as aforesaid shall be employed by the contractor in or towards expending the execution of the said works and form other purpose what so ever.

(2) That the materials detailed in the said Running Account Bill (B) which have been offered to and accepted by (he Government as security for the said amount are

absolutely by the Contractor shown property free from encumbrance so if any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor hereby agrees, at all times, to indemnify and save harmless the Government against all claims what so ever to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the said materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (herein after called the said materials) shall be used by the Contractor solely in *the* execution of the said works in accordance with the directions of the Divisional Officer (hereinafter called the Divisional Officer) and in the terms of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangement for the proper watch, safe custody and protection against all risks of the said material and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and at his own risk and on his own responsibility and shall at all times be open to inspection by (the Divisional Officer or any officer authorized by him. In the event of the said materials of any part (hereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer and the materials so brought to replace the said materials so repaired and made good shall also be considered as security for the said amount.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him in that behalf.

(6) That the said amount shall be payable in full when or before the Contractor receives payment, from the Government of the price payable to him for the said works under the terms and provisions of the said agreement PROVIDED THAT if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Government will be at liberty to make a recovery from the Contractor's Bill for such payment by deducting there from in the value of the said materials (then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of material at (The rates at which the amount of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observation in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Government shall immediately on the happening of such default be repayable by the Contractor to the Government together with interest thereon at twelve percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Government in or for the recovery thereof or the enforcement of this security or otherwise by reason of (the default of the Contractor and any moneys so becoming due and payable shall constitute a debt due from the Contractor to the Government and the Contractor hereby covenants and agrees with the Government to repay and the same respectively to it accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Government of the said sum of Rupees.....

(Rs. ....) and any further sum or sums which may be advanced as aforesaid and all costs charges damages and expenses payable under these present PROVIDED ALWAYS and it is hereby agreed and declared that not, with standing anything in the said agreement and without prejudice to the powers contained therein if and whether the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid to accordingly.

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

(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay the same to the Government on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the money arising from the sale retain all the sums aforesaid repayable to the Government under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the money sowing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except as is expressly provided by the presents interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Superintending Engineer/ Executive District Officer/Officer one grade higher to officer signed the agreement Circle whose.....decision shall be final and the provisions of the Arbitration Act 1940 for the time being in forces of are as they are applicable shall apply to any such reference.

Signed, sealed and delivered by\*

In the presence of



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

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

SEAL

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



## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_ between

\_\_\_\_\_ (hereafter called the "Procuring Agency") of the one part and \_\_\_\_\_ (hereafter 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 witnessed-- as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to bidders shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Contract Agreement;
  - (b) The Letter of Acceptance;
  - (c) The completed Form of Bid;
  - (d) Special Stipulations (Appendix-A to Bid);
  - (e) The Special Conditions of Contract– Part-II;
  - (f) The General Conditions– Part-I;
  - (g) The priced Bill of Quantities (Appendix-D to Bid);

The Drawings;

  - (j) The Specifications.
  - (k) (any other)
3. In consideration of the payments to be made by the procuring agency to the Contractor as herein after 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 with the provisions of the contract.
4. Procuring agency hereby covenants to pay the contractor, in consideration of the execution and completion of the works as per provisions of the contract, the contract Price or such other sum as may be come payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the Contactor

Signature of Procuring Agency

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

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

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)

## Notes on the Conditions of Contract

The Conditions of Contract comprise two parts:

- (a) **Part I - General Conditions of Contract**
- (b) **Part II - Special Conditions of Contract**

Over the years, a number of “model” General Conditions of Contract have evolved. The one used in these Standard Bidding Documents was prepared by the International Federation of Consulting Engineers (Federation Internationale des Ingenieurs-Conseils, or FIDIC), and is commonly known as the FIDIC Conditions of Contract. (The used version is the harmonized Edition March 2006).

The FIDIC Conditions of Contract have been prepared for an ad measurement (unit price or unit rate) type of contract, and cannot be used without major modifications for other types of contract, such as lump sum, turnkey, or target cost contracts.

The standard text of the General Conditions of Contract chosen must be retained intact to facilitate its reading and interpretation by bidders and its review by the procuring agency. Any amendments and additions to the General Conditions, specific to the contract in hand, should be introduced in the Particular Conditions of Contract.

The use of standard conditions of contract for all civil works will ensure comprehensiveness of coverage, better balance of rights or obligations between procuring agency and Contractor, general acceptability of its provisions, and savings in time and cost for bid preparation and review, leading to more economic prices.

The FIDIC Conditions of Contract are copy righted and may not be copied, faxed, or reproduced. Without taking any responsibility of its being accurate, Pakistan Engineering Council with prior consent of FIDIC Secretariat, has reproduced here in the FIDIC General Conditions of Contract for reference purpose only which cannot be used by the users for preparing their bidding documents. The bidding document may include a purchased copy, the cost of which can be retrieved as part of the selling price of the bidding document. Alternatively, the FIDIC Conditions of Contract can be referred to in the bidding documents, and the bidders are advised to obtain copies directly from FIDIC.\*

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\* Add the following text if the bidding documents, as issued, do not include a copy:

“Copies of the FIDIC Conditions of Contract can be obtained from:

To request such permission please contact:

FIDIC CASE POSTALE, CH-1215 Switzerland;

Tel. +41 22 799 49 00;

Fax; +41 22 799 49 01

E-mail: [fidic@fidic.org](mailto:fidic@fidic.org).

# General Conditions

## CONTENTS

Definitions listed alphabetically

### GENERALPROVISIONS

- 1.1 Definitions
- 1.2 Interpretation
- 1.3 Communications
- 1.4 Law and Language
- 1.5 Priority of Documents
- 1.6 Contract Agreement
- 1.7 Assignment
- 1.8 Care and Supply of Documents
- 1.9 Delayed Drawings or Instructions
- 1.10 Employer's Use of Contractor's Documents
- 1.11 Contractor's Use of Employer's Documents
- 1.12 Confidential Details
- 1.13 Compliance with Laws
- 1.14 Joint and Several Liability
- 1.15 Inspections and Audit by the Bank

### 2THEEMPLOYER

- 2.1 Right of Access to the Site
- 2.2 Permits, Licenses or Approvals
- 2.3 Employer's Personnel
- 2.4 Employer's Financial Arrangements
- 2.5 Employer's Claims

### 3THEENGINEER

- 3.1 Engineer's Duties and Authority
- 3.2 Delegation by the Engineer
- 3.3 Instructions of the Engineer
- 3.4 Replacement of the Engineer
- 3.5 Determinations

### 4THECONTRACTOR

- 4.1 Contractor's General Obligations
- 4.2 Performance Security

- 4.3 Contractor's Representative
- 4.4 Subcontractors
- 4.5 Assignment of Benefit of Sub contract
- 4.6 Co-operation
- 4.7 Setting Out
- 4.8 Safety Procedures
- 4.9 Quality Assurance
- 4.10 Site Data
- 4.11 Sufficiency of the Accepted Contract Amount
- 4.12 Unforeseeable Physical Conditions
- 4.13 Rights of Way and Facilities
- 4.14 Avoidance of Interference
- 4.15 Access Route
- 4.16 Transport of Goods
- 4.17 Contractor's Equipment
- 4.18 Protection of the Environment
- 4.19 Electricity, Water and Gas
- 4.20 Employer's Equipment and Free-Issue Materials
- 4.21 Progress Reports
- 4.22 Security of the Site
- 4.23 Contractor's Operations on Site
- 4.24 Fossils

## 5 NOMINATEDSUBCONTRACTORS

- 5.1 Definition of "nominated Subcontractor"
- 5.2 Objection to Nomination
- 5.3 Payments to nominated Subcontractors
- 5.4 Evidence of Payments

## 6 STAFFANDLABOUR

- 6.1 Engagement of Staff and Labour
- 6.2 Rates of Wages and Conditions of Labour
- 6.3 Persons in the Service of Employer
- 6.4 Labour Laws
- 6.5 Working Hours
- 6.6 Facilities for Staff and Labour
- 6.7 Health and Safety
- 6.8 Contractor's Superintendence
- 6.9 Contractor's Personnel
- 6.10 Records of Contractor's Personnel and Equipment
- 6.11 Disorderly Conduct
- 6.12 Foreign Personnel
- 6.13 Supply of Foodstuffs
- 6.14 Supply of Water
- 6.15 Measures against Insect and Pest Nuisance
- 6.16 Alcoholic Liquor or Drugs
- 6.17 Arms and Ammunition
- 6.18 Festival and Religious Customs
- 6.19 Funeral Arrangements
- 6.20 Prohibition of Forced or Compulsory Labour
- 6.21 Prohibition of Harmful Child Labour
- 6.22 Employment Records of Workers

## 7 PLANT, MATERIALS AND WORKMANSHIP

- 7.1 Manner of Execution
- 7.2 Samples
- 7.3 Inspection
- 7.4 Testing
- 7.5 Rejection
- 7.6 Remedial Work
- 7.7 Ownership of Plant and Materials
- 7.8 Royalties

## 8 COMMENCEMENT, DELAYS AND SUSPENSION.....

- 8.1 Commencement of Works
- 8.2 Time for Completion
- 8.3 Programme
- 8.4 Extension of Time for Completion
- 8.5 Delays Caused by Authorities
- 8.6 Rate of Progress
- 8.7 Delay Damages
- 8.8 Suspension of Work
- 8.9 Consequences of Suspension
- 8.10 Payment for Plant and Materials in Event of Suspension
- 8.11 Prolonged Suspension
- 8.12 Resumption of Work

## 9 TESTS ON COMPLETION

- 9.1 Contractor's Obligations
- 9.2 Delayed Tests
- 9.3 Retesting
- 9.4 Failure to Pass Tests on Completion

## 10 EMPLOYER'S TAKING OVER

- 10.1 Taking Over of the Works and Sections
- 10.2 Taking Over of Parts of the Works
- 10.3 Interference with Tests on Completion
- 10.4 Surfaces Requiring Reinstatement

## 11 DEFECTS LIABILITY

- 11.1 Completion of Outstanding Work and Remedying Defects
- 11.2 Cost of Remedying Defects
- 11.3 Extension of Defects Notification Period
- 11.4 Failure to Remedy Defects
- 11.5 Removal of Defective Work
- 11.6 Further Tests
- 11.7 Right of Access
- 11.8 Contractor to Search
- 11.9 Performance Certificate
- 11.10 Unfulfilled Obligations
- 11.11 Clearance of Site

## 12 MEASUREMENTANDEVALUATION

- 12.1 Works to be Measured
- 12.2 Method of Measurement
- 12.3 Evaluation
- 12.4 Omissions

## 13 VARIATIONSANDADJUSTMENTS

- 13.1 Right to Vary
- 13.2 Value Engineering
- 13.3 Variation Procedure
- 13.4 Payment in Applicable Currencies
- 13.5 Provisional Sums
- 13.6 Day work
- 13.7 Adjustments for Changes in Legislation
- 13.8 Adjustments for Changes in Cost

## 14 CONTRACTPRICEANDPAYMENT

- 14.1 The Contract Price
- 14.2 Advance Payment
- 14.3 Application for Interim Payment Certificates
- 14.4 Schedule of Payments
- 14.5 Plant and Materials intended for the Works
- 14.6 Issue of Interim Payment Certificates
- 14.7 Payment
- 14.8 Delayed Payment
- 14.9 Payment of Retention Money
- 14.10 Statement at Completion
- 14.11 Application for Final Payment Certificate
- 14.12 Discharge
- 14.13 Issue of Final Payment Certificate
- 14.14 Cessation of Employer's Liability
- 14.15 Currencies of Payment

## 15 TERMINATIONBYEMPLOYER

- 15.1 Notice to Correct
- 15.2 Termination by Employer
- 15.3 Valuation at Date of Termination
- 15.4 Payment after Termination
- 15.5 Employer's Entitlement to Termination for Convenience
- 15.6 Corrupt or Fraudulent Practices

## 16 SUSPENSIONANDTERMINATIONBYCONTRACTOR

- 16.1 Contractor's Entitlement to Suspend Work
- 16.2 Termination by Contractor
- 16.3 Cessation of Work and Removal of Contractor's Equipment
- 16.4 Payment on Termination

## 17 RISKANDRESPONSIBILITY

- 17.1 Indemnities
- 17.2 Contractor's Care of the Works

- 17.3 Employer's Risks
- 17.4 Consequences of Employer's Risks
- 17.5 Intellectual and Industrial Property Rights
- 17.6 Limitation of Liability
- 17.7 Use of Employer's Accommodation/Facilities

## 18INSURANCE

- 18.1 General Requirements for Insurances
- 18.2 Insurance for Works and Contractor's Equipment
- 18.3 Insurance against Injury to Persons and Damage to Property
- 18.4 Insurance for Contractor's Personnel

## 19 FORCEMAJEURE

- 19.1 Definition of Force Majeure
- 19.2 Notice of Force Majeure
- 19.3 Duty to Minimize Delay
- 19.4 Consequences of Force Majeure
- 19.5 Force Majeure Affecting Subcontractor
- 19.6 Optional Termination, Payment and Release
- 19.7 Release from Performance

## 20CLAIMS,DISPUTESANDARBITRATION

- 20.1 Contractor's Claims
- 20.2 Appointment of the Dispute Board
- 20.3 Failure to Agree on the Composition of the Dispute Board
- 20.4 Obtaining Dispute Board's Decision
- 20.5 Amicable Settlement
- 20.6 Arbitration
- 20.7 Failure to Comply with Dispute Board's Decision
- 20.8 Expiry of Dispute Board's Appointment

## APPENDIX:DISPUTEBOARD

General Conditions of Dispute Board Agreement  
Annex: Procedural Rules

## INDEXOFSUB-CLAUSES



## Definitions listed alphabetically

1.1.4.1	Accepted Contract Amount	1.1.4.7	Interim Payment Certificate
1.1.2.11	Bank	1.1.6.5	Laws
1.1.3.1	Base Date	1.1.1.3	Letter of Acceptance
1.1.1.9	Bill of Quantities	1.1.1.4	Letter of Tender
1.1.2.12	Borrower	1.1.4.8	Local Currency
1.1.3.2	Commencement Date	1.1.5.3	Materials
1.1.1.1	Contract	1.1.2.1	Party
1.1.1.2	Contract Agreement	1.1.4.9	Payment Certificate
1.1.1.10	Contract Data	1.1.3.8	Performance Certificate
1.1.4.2	Contract Price	1.1.6.6	Performance Security
1.1.2.3	Contractor	1.1.5.4	Permanent Works
1.1.6.1	Contractor's Documents	1.1.5.5	Plant
1.1.5.1	Contractor's Equipment	1.1.4.10	Provisional Sum
1.1.2.7	Contractor's Personnel	1.1.4.11	Retention Money
1.1.2.5	Contractor's Representative	1.1.1.7	Schedules
1.1.4.3	Cost	1.1.1.9	Schedule, Payment Currencies
1.1.6.2	Country	1.1.5.6	Section
1.1.2.9	DB	1.1.6.7	Site
1.1.3.9	day	1.1.1.5	Specification
1.1.1.9	Day work Schedule	1.1.4.12	Statement
1.1.3.7	Defects Notification Period	1.1.2.8	Subcontractor
1.1.1.6	Drawings	1.1.3.5	Taking-Over Certificate
1.1.2.2	Employer	1.1.5.7	Temporary Works
1.1.6.3	Employer's Equipment	1.1.1.8	Tender
1.1.2.6	Employer's Personnel	1.1.3.6	Tests after Completion
1.1.2.4	Engineer	1.1.3.4	Tests on Completion
1.1.2.10	FIDIC	1.1.3.3	Time for Completion
1.1.4.4	Final Payment Certificate	1.1.6.8	Unforeseeable
1.1.4.5	Final Statement	1.1.6.9	Variation
1.1.6.4	Force Majeure	1.1.5.8	Works
1.1.4.6	Foreign Currency	1.1.3.9	year
1.1.5.2	Goods		

# General Conditions

## General Provisions

### 1.1

#### Definitions

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

#### 1.1.1

##### The Contract

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.

1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.

1.1.1.5 “Specification” means the document entitled specification, as included in The Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, And any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.

1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 “Bill of Quantities”, “Day work Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.

1.1.1.10 “Contract Data” means the pages completed by the Employer entitled Contract data which constitute Part A of the Particular Conditions.

## 1.1.2

### Parties and Persons

1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.

1.1.2.2 “Employer” means the person named as employer in the Contract Data And the legal successors in title to this person.

1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).

1.1.2.4 “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause3.4 [Replacement of the Engineer].

1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contractor appointed from time to time by the Contractor under Sub-Clause4.3 [ Contractor’s Representative], who acts on behalf of the Contractor.

1.1.2.6 “Employer’s Personnel” means the Engineer, the assistants referred to in Sub-Clause3.2[Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.

1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Sub contractor; and any other personnel assisting the Contractor in the execution of the Works.

1.1.2.8 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for apart of the Works; and the legal successors in title to each of these persons.

1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause20.2 [Appointment of the Dispute Board]or Sub-Clause20.3[Failure to Agree on the Composition of the Dispute Board].

1.1.2.10“FIDIC”means the Fédération International edesIngénieurs-Conseils, the international federation of consulting engineers.

1.1.2.11“Bank”means the financing institution (if any) named in the Contract Data.

1.1.2.12“Borrower”means the person (if any) named as the borrower in the Contract Data.

## 1.1.3

### Dates, Tests, Periods And Completion

1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission and completion of the Tender.

1.1.3.2 “Commencement Date” means the date notified under Sub-Clause8.1 [Commencement of Works].

1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be)under Sub-Clause8.2[Time for Completion], as stated in the Contract

Data (with any extension under Sub-Clause 8.4[Extension of Time for Completion]), calculated from the Commencement Date.

1.1.3.4“Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause9 [Tests on Completion] before the Works or a Section (as the case maybe) are taken over by the Employer.

1.1.3.5“Taking-Over Certificate” means a certificate issued under Clause10 [Employer’s Taking Over].

1.1.3.6“Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section(as the case maybe) are taken over by the Employer.

1.1.3.7“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects],which extends over twelve months except if otherwise stated in the Contract Data (with any extension under Sub-Clause11.3 [Extension of Defects Notification Period ]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause10.1[Taking Over of the Works and Sections].

1.1.3.8“Performance Certificate” means the certificate issued under Sub-Clause 11.9[Performance Certificate].

1.1.3.9 “day” means a calendar day and “year” means 365 days.

#### 1.1.4

#### Money and Payments

1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

1.1.4.2“Contract Price” means the price defined in Sub-Clause14.1[The Contract Price],and includes adjustments in accordance with the Contract.

1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause14.13 [Issue of Final Payment Certificate].

1.1.4.5 “Final Statement” means the statement defined in Sub-Clause14.11 [Application for Final Payment Certificate].

1.1.4.6 “Foreign Currency” means a currency in which part (oral) of the Contract Price is payable, but not the Local Currency.

1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause14 [Contract Price and Payment],other than the Final Payment Certificate.

1.1.4.8 “Local Currency” means the currency of the Country.

1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause14 [Contract Price and Payment].

1.1.4.10“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

1.1.4.11“Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

1.1.4.12“Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

#### 1.1.5

##### Works and Goods

1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and Other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

1.1.5.5 “Plant” means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.

1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a Section (if any).

1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

1.1.5.8 “Works” mean the Permanent Works and the Temporary Works, or either of Them as appropriate.

#### 1.1.6

##### Other Definitions

1.1.6.1“Contractor’s Documents” means the calculations, Computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

1.1.6.2 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.

1.1.6.3 “Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Employer.

1.1.6.4 "Force Majeure" is defined in Clause19[Force Majeure].

1.1.6.5 "Laws" means all national (or state) legislation, statutes, ordinance sand other laws, and regulations and by-laws of any legally constituted public authority.

1.1.6.6 "Performance Security" means the security (or securities, if any) under Sub-Clause4.2 [Performance Security].

1.1.6.7 "Site" means the places where the Permanent Works are to be executed, including storage and working are as, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site..

1.1.6.8 "Unforeseeable" means not reasonably foreseeable by an experienced Contractor by the Base Date.

1.1.6.9 "Variation" means any change to the Works, which is instructed or Approved as a variation under Clause13[ Variations and Adjustments].

## 1.2

### Interpretation

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree" , "agreed" or " agreement" require the Agreement to be record in writing;
- (d) "written "or " in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and
- (e) the word " tender" is synonymous with "bid", and " tendered" with " bidder" and the words "tender documents" with "bidding documents".

The marginal words and other headings shall not be taken in to consideration in the interpretation of these Conditions.

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%)of this Cost unless otherwise indicated in the Contract Data.

## 1.3

### Communications

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications

Shall be:

- (a) in writing and delivered by hand (against receipt),sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications As stated in the Contract Data. However:

- (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Law and Language

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

1.5  
Priority of Documents

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Tender,
- (d) the Particular Conditions-Part A,
- (e) the Particular Conditions-Part B, (f) these General Conditions
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

If a ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

## TABLE OF CONTENTS

### PARTII -SPECIAL/PARTICULARCONDITIONS OF CONTRACT

Clause	Title	Page
1.1	Definitions	145
3.1	Engineer's Duties and Authority	
4.3	Contractor's Representative	145
6.10	Records of Contractor's Personnel and equipment	145
7.9	Use of Pakistani Materials and Services	145
8.1	Commencement of Works	145
8.11	Prolonged Suspension	
8.3	Programme	
13.1	Right to vary	
13.3	Variation procedure	
13.8	Adjustment for changes in cost	
14.1	Contract Price	
14.2	Advance Payment	
14.5	Plants and Materials intended for Works	
14.8	Delayed Payments	
15.2	Termination by Employer/Procuring Agency	
15.6	Corrupt and fraudulent Practices (Integrity Pact).	
16.4	Payment on Termination	
17.3	Employer's / Procuring Agency's Risks	
18.1	General Requirements for Insurance	
19.6	Optional Termination, Payment and release by the Employer	
20.1	Contractor's Claims	
20.2	Appointment of the Dispute Board / Notification of the Committee	
20.3	Failure to agree on the composition of the Dispute Board.	
20.4	Obtaining Dispute Board's Decision	
20.5	Amicable Settlement.	
20.6	Arbitration	
20.7	Failure to comply with Dispute Board's Decision	
20.8	Expiry of Dispute Board's Appointment	
APPE		
NDIX.	General Conditions of Dispute Board Agreement	
Annex	PROCEDURALRULES	



## **PART II-SPECIAL / PARTICULAR CONDITIONS OF CONTRACT**

### **1.1 Definitions**

1.1.1.4 “Form of Bid” is synonymous with “Letter of Tender”.

1.1.1.5 “Bid” is synonymous with “Tender”.

1.1.1.10 “Bidding” is synonymous with “contract”.

*The following paragraph is added:*

1.1.1.11 “Programme” means the programme to be submitted by the contractor in accordance with Sub-Clause 8.3 and any approved revisions thereto.

1.1.2.2 “Employer” is synonymous with “Procuring Agency”

1.1.2.9 “DB” is synonymous with “Committee”.

1.1.3.1 Replace 28 days by 7 days in LCB and 15 days in ICB..

1.1.3.7 “Defects notification Period” is synonymous with “Defects liability Period”.

### **1.15 Inspections and Audit by the Bank**

Deleted

*Procuring Agency can retain this clause with or without changes, in case of contracts under Project, Bank and donor’s programme.*

### **3.1 Engineer’s Duties and Authority.**

*The following paragraph is added after duties:*

Procuring agency shall ensure that the Engineer’s Representative/Staff is a professional engineer as defined in the Pakistan Engineering Council Act 1975 (V of 1976)

### **4.3 Contractor’s Representative**

*The following text is to be added after last line:*

The contractor’s authorized representative and his other professional engineers working at site shall register themselves with the Pakistan Engineering Council.

### **6.10 Records of Contractor’s Personnel and Equipment**

*The following paragraph is added:*

The Contractor shall, upon request by the Engineer at any time in relation to any item of hired Contractor's Equipment, forthwith notify the Engineer in writing the name and address of the Owner of the equipment and shall certify that the agreement for the hire there of contains a provision in accordance with the requirements set forth above.

*The following sub-clause 7.9 is added in (GCC):*

## **7.9 Use of Pakistani Materials and Services**

The contractor shall, so far as may be consistent with the contract, make the maximum use of materials, supplies, plant and equipment indigenous to or produced or fabricated in Pakistan and services, available in Pakistan provided such materials, supplies, plant, equipment and services shall be of required standard.

## **8.1 Commencement of Works**

The last para is deleted and substituted with the following:

The contractor shall commence the works on site within the period named in Appendix-A to Bid from the date of receipt by him from the Engineer of a written Notice to Commence. Thereafter, the contractor shall proceed with the works with due expedition and without delay.

8.11 Prolonged Suspension  
Replace 84 days by 120 days.

## **8.3 Programme**

*The following text is to be added after [Commencement of Works]*

The programme shall be submitted in the either form of:

- a) Bar Chart identifying the critical activities.
- b) Critical Path Method (CPM) identifying the critical path/activities.
- c) Program Evaluation and Review Techniques (PERT).  
*(Procuring Agency to select appropriate one)*

## **13.1 Right to vary**

In the last line of Para, after the word "Variation", the word "in writing" is added.

## **13.3 Variation procedure**

In the tenth line, after the words "as soon as practicable" following is added:  
"and within a period not exceeding one-eighth of the completion time"

## **13.8 Adjustment for changes in cost**

*This clause will be applicable for Foreign funded Project/Schemes or ICB Contracts (locally & foreign funded) only.*

*The following provision is added for Local funded Project/Schemes/National Competitive Bidding Contracts:*

The amounts payable to the Contractor, pursuant to Sub-Clause 14.6, shall be adjusted in respect of the rise or fall in the cost of materials only, and will be paid to the contractor on those items mentioned in the **Appendix-C (B)**.

Similarly reduction in the cost of these materials will also be recovered from the contractor accordingly

14.1 The Contract Price

Sub-para (d) is deleted.

**14.2 Advance Payment**

*The Text is deleted and replaced with following:*

Advance Payment/Mobilization Advance shall be made available to the Contractor by the procuring agency on following conditions:

**Mobilization Advance/Advance Payment**

- (i) Mobilization advance upto 10% of the Contract Price may be paid by the procuring Agency to the Contractor on the works costing Rs2.5 million or above on following conditions:
  - a. on submission by the Contractor of a mobilization advance guarantee for the full amount of the advance in the specified form, a Scheduled Bank in Pakistan, acceptable to the procuring agency;
  - b. contractor shall pay interest on the mobilization advance at the rate of 10% per annum on the advance; and
- (ii) This Advance including the interest shall be recovered in 5 equal installments from the 5 R.A bills and in case the number of bills is less than 5 then 1/5 of the advance inclusive of the interest there on 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.

**14.5 Plants and Materials intended for Works**

*Add the following paragraph as sub-clause 14.5(d) for Secured Advance on non-perishable materials and sub-clauses (a),(b) and (c) will be applicable for plants only:-*

- (I) The Contractor shall be entitled to receive from the procuring agency Secured Advance against an INDENTURE BOND in Public Works 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/Assistant 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 shall not be allowed unless and until the previous advance, if any, is fully recovered;
- (viii) Detailed account of advances must be kept in part-II of running account bill or a separate statement; 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 in no case for full quantities of materials for the entire work/contract.

**(II) Recovery of Secured Advance:**

Secured Advance paid on non-perishable materials 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 month s(even if unutilized);

**14.8 Delayed Payment**

*Second Para is replaced with following text:*

In the event of the failure of the Procuring Agency to make the payment within the time stated, the procuring agency shall pay to the contractor in case of **ICB contracts only**, the compensation at rate of KIBOR+2% per annum in local currency and Libor +1% for foreign currency, upon all sums to be paid from the date of which the same would have been paid.

**15.2 Termination by Employer**

*The following Para is added at the end of the sub-clause:*

Provided further, that in addition to the action taken by the procuring agency against the Contractor under this Clause, the procuring agency may also refer the case of default of the Contractor to Pakistan Engineering Council for punitive action under the Construction and Operation of Engineering Works Bye-Laws 1987, as amended from time to time.

**15.6 Corrupt and fraudulent Practices.**

*The following text is to be added as 3<sup>rd</sup> paragraph:*

*Successful Contractor has to provide Integrity Pact (for contracts worth Rs.10.0 million and above).*

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 Appendix-L 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 kick back given by the Contractor or any of his Subcontractors, 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 Subcontractors, agents or servants.

The termination under sub-para (b) of this Sub-Clause shall proceed in the manner prescribed under sub-clauses 15.2 & 15.5 and the payment under Sub-Clause 15.4 shall be made after having deducted the amounts due to the procuring agency under Sub-Para (a) and (c) of this Sub-Clause.

#### **16.4 Payment on Termination**

Sub-paragraph (c) is deleted.

#### **17.3 Employer's/Procuring Agency's Risks**

Sub-Clause 17.3 (h) is deleted.

The following text is added in Clause 18.1 (GCC):

#### **18.1 General Requirements for Insurance**

The contractor shall be obliged to place all insurances relating to the contract (including, but not limited to, the insurances referred to in Clauses 18.1, 18.2, 18.3, 18.4) with Insurance Company having at least A A rating from PACRA/JCR in favour of the Employer//Procuring Agency valid for a period 28 days after beyond the Bid Validity date. Costs of such insurances shall be borne by the contractor.

#### **19.6 Optional Termination, Payment and release by the Employer**

Sub-clauses (c), (d) and (e) are deleted.

#### **20.6 Arbitration**

*Text will be replaced as*

*under; Any dispute in*

*respect of which:*

- (a) *the decision, of the Dispute Board has not become final and binding pursuant to sub-clause 20.2, and*
- (b) *amicable settlement has not been reached within the period stated in sub-clause 20.5, shall be finally settled, under the provisions of the Arbitration Act, 1940 as amended or*

any statutory modification/Rules of Conciliation And Arbitration PEC Islamabad or re-enactment thereof for the time being in force.

The place of arbitration shall be....., in Sindh Province.

*Procuring Agency can retain this clause without changes, in case of contracts under Project Bank and donor's programme except the place of arbitration shall be.....,in Sindh Province.*

**Annex PROCEDURAL RULES**

*Procuring Agency can retain these rules with or without changes, in case of contracts under Project, Bank and donor's programme.*

## PART II–SPECIAL/PARTICULARCONDITIONSOFCONTRACT

<b>INDEX</b>	<b>CLAUSE</b>
Adjustment for changes in cost	13.8
Advance Payment	14.2
Amicable Settlement.	20.5
Appointment of the Dispute Board / Notification of the Committee	20.2
Arbitration	20.6
Commencement of Works	8.1
Contractor’s Representative	4.3
Contractor’s Claims	20.1
Contract Price	14.1
Corrupt and fraudulent Practices (Integrity Pact).	15.6
Definitions	1.1
Delayed Payments	14.8
Employer’s/Procuring Agency’s Risks	17.3
Engineer’s Duties and Authority	3.1
Expiry of Dispute Board’s Appointment	20.8
Failure to agree on the composition of the Dispute Board.	20.3
Failure to comply with Dispute Board’s Decision	20.7
General Conditions of Dispute Board Agreement	Appendix
General Requirements for Insurance	18.1
Optional Termination, Payment and release by the Employer	19.6
Obtaining Dispute Board’s Decision	20.4
Payment on Termination	15.6
Plants and Materials intended for Works	14.5
<b>PROCEDURALRULES</b>	<b>Annex</b>
Prolonged Suspension	8.11
Programme	8.3
Records of Contractor’s Personnel and equipment	6.10
Right to vary	13.1
Termination by Employer/Procuring Agency	15.2
Use of Pakistani Materials and Services	7.9
Variation procedure	13.3

# **SPECIFICATIONS**



**SPECIAL STIPULATIONS****Clause****Conditions of Contract**

1.	Engineer representing Consulting Firm hired By the procuring agency to issue variation in case of emergency.	3.1	<i>Upto2%ofthecontractpricestated</i> In the Letter of Acceptance.
2.	Amount of Performance Security	4.2	<i>Up to10% of contract price.</i> Total amount including performance security and retention money deducted from bills should not exceed 10% of contract price stated in the Letter of Acceptance.
3.	Time for Furnishing Programme	8.3	Within 42 days from the date of Receipt of Letter of Acceptance.
4.	Minimum amount of Third Party Insurance	18.3	Rs. per occurrence with Number of occurrence sun limited.
5.	Time for Commencement	8.1	Within 14 days from the date of receipt of Engineer's Notice to Commence, this shall be issued within fourteen (14)days after signing of Contract Agreement.
6.	Time for Completion(works & sections)	8.2& 10.2	Days from the date of receipt Of Engineer's Notice to Commence.
7.	Amount of Liquidity Damages/Delay Damages/Penalties	8.7	-----Damages per day( <i>are to Be mentioned</i> ) but total amount will not be more than10%of contract Price.
8.	Defects Liability Period	11.1	days from the effective date of Taking Over Certificate.
9.	Percentage of Retention Money	14.2	10 % of the amount of Interim/Running Payment Certificate.
10.	Limit of Retention Money	14.2	5 % of Contract Price stated in the Letter of Acceptance.
11.	Minimum amount of Interim/Running Payment Certificates	14.2	Rs._____
12.	Time of Payment from delivery of Engineer's Interim/Running Payment Certificate to the procuring agency.	14.7	30daysincaseoflocalcurrencyor42 days in case of foreign funded projects.
13.	Mobilization Advance.	14.2	10% of Contract Price stated in the Letter of Acceptance.

**FOREIGN CURRENCY REQUIREMENTS**

1. The bidder may indicate herein below his requirements of foreign currency (if any), with reference to various inputs to the works.
2. Foreign Currency Requirement as percentage of the bid price excluding Provisional Sums %.
3. Table of Exchange Rates

<b>Unit of Currency</b>	<b>Equivalent in Pak. Rupees</b>
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

**PRICE ADJUSTMENT UNDER CLAUSE**  
**70/13.8**  
**OF CONDITIONS OF CONTRACT**

- B When Escalation is allowed on the materials only.**  
Price adjustment on following items shall be allowed:

Cost Element	Description	Base price	Applicable index
1	2	3	4
(i)	Cement-in bags		Government of Pakistan (GOP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin. “ “
(ii)	Reinforcing Steel		“ “ “
(iii)	Bricks		“ “ “
(iv)	Bitumen		“ “ “
(v)	Wood (Composite item)		“ “ “
	Total five items.		

**BILL  
OF QUANTITIES**

**A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix as per the Contract (in case of item not mentioned in Bill of Quantities).
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract include all costs of contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the contract. Furthermore all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as on the date 14 days prior to deadline for submission of Bids in case of ICB/NCB respectively, shall be included in the rates and prices and the total bid price submitted by the bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities and shall not be paid separately.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the works.
6. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the bidding documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with sub-clause 13.5 of Part I, General Conditions of Contract

CONSTRUCTION OF ROAD FROM LARKANA RASHEED WAGGAN ROAD @ NAZAR MUHALLA  
ALONGWITH SIM NALA (BOTH SIDES) TO MURAD SHAH MILE: 0/0-1/2 I/C M. STRUCTURE).

BILL OF QUANTITIES

WORK NO: 1

PART-A ROAD WORK

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
1	427,775 Cft:	Earth work for road embankment by bulldozers i/c plugging and mixing clod breaking dressing and compacting with optimum moisture content lead upto 100' and lift upto 5.0' in all types of soil except rock compacting upto 85% density as per modified AASHO density	7723.95	P.0% Cft:	3,304,113
2	299,112 Cft:	Earth work for road embankment by bulldozers i/c plugging and mixing clod breaking dressing and compacting with optimum moisture content lead upto 100' and lift upto 5.0' in all types of soil except rock compacting upto 95-100% density as per modified AASHO density	10253.72	P.0% Cft:	3,067,011
3	61,182 Cft:	Providing sand cushion i/c supplying & spreading pit/canal sand of approved quality from approved source of supply to site of work i/c watering & rolling etc: complete. Rate includes all costs of materials T&P labour and carriage upto site of work.	1479.41	P.% Cft:	905,133
4	101,562 Cft:	Preparing sub-base by supplying and spreading stone metal 1-1/2"-2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, filling void with 20 cft: pit/canal sand and having plasticity index not more than 6 % suitable quality watering and compacting to achieve 98-100% density as per modified AASHO specification. (Rate i/c all cost of materials T&P and carriage upto site of work).	7435.17	P.% Cft:	7,551,307
5	13,596 Cft:	Laying brick on end edging including supply of 9"x 4 1/2"x3" 1st: class burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials T&P and carriage upto site of work.	2729.96	P.% Cft:	371,165

Contd: P/2



Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
6	61,182 Cft:	Preparing base course supplying and spreading stone metal of approved quality of 6" in 2 layers from approved quarry properly grade to maximum size of 1½" in required thickness of proper camber & grade i/c S/S 15 Cft: screening & non plastic quarry fines filling & depressions with stone metal after initial rolling including watering & compacting the same so as to achieve 100% density as per modified AASHO specifications (This i/cs providing and using templates camber plates screen from as directed).Rate includes all costs of materials T&P and carriage upto site of work.	8521.24	P.% Cft:	5,213,465
7	122,364 Sft:	Providing 1st: coat of surface dressing on or new existing surface with 30 lbs: bitumen 80/100 penetration and 4.0 cft: cursh bajri of ¾" to ½" guage i/c cleaning the road surface rolling etc: complete. Rate includes all costs of materials T&P & carriage upto site of work.	1642.08	P.% Sft:	2,009,315
8	122,364 Sft:	Providing 1" thick consolidated premixed carpet in proper camber and grade i/c supplying of 10 cft: Bajri 4. cft: Hill sand of approve quality and garde and Bitumen 67 lbs: of 80/100 penetration i/c mixing in mechanical mixture in required proportion i/c heating the materials and cleaning the road surface. (Rate i/cs all cost of material T&P and carriage upto site of work).	6451.29	P.% Sft:	7,894,056
TOTAL					30,315,565

% Above / Below on the rates of CSR.

Amount to be added / deducted on the


Total		Rs.	
Diff: Cost of Bitumen	(-)	Rs.	364,640
G.Total		Rs.	
Total Amount in words.			

Note:- No premium shall be allowed on different cost of Bitumen.

Contractor

Bill of Quantities P/2

**CHECKED**

  
Divisional Head Draftsman  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkano

  
Executive Engineer,  
Provincial Highways Division  
Larkano

CONSTRUCTION OF ROAD FROM LARKANA RASHEED WAGGAN ROAD @ NAZAR MUHALLA  
ALONGWITH SIM NALA (BOTH SIDES) TO MURAD SHAH MILE: 0/0-1/2 I/C M. STRUCTURE).

**BILL OF QUANTITIES**

**WORK No: 1**

**PART-B (i) 1400' Retaining Wall**

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
2	3	4	5	6	
1	16,800 Cft:	Excavation in foundation of building bridge other structure i/c/dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176.25	P.0% Cft:	53,361
4	5,600 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:2:4	9416.28	P.% Cft:	527,312
5	28,728 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortor	12501.41	P.% Cft:	3,591,405
6	791 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429.25	P.% Cft:	114,135
5	1,400 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18)(b) P-20).	3127.41	P.% Sft:	43,784
10	9,800 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344.59	P.% Sft:	229,770
			TOTAL		4,559,767

% Above / Below on the rates of CSR.

Amount to be added / deducted on the

Rs.

Total

Total Amount in words.

**CHECKED**

Contractor

Bill of Quantities P/3

**Divisional Head Draftsman**  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkana

  
Executive Engineer,  
Provincial Highways Division  
Larkana



CONSTRUCTION OF ROAD FROM LARKANA RASHEED WAGGAN ROAD @ NAZAR MUHALLA  
ALONGWITH SIM NALA (BOTH SIDES) TO MURAD SHAH MILE: 0/0-1/2 I/C M. STRUCTURE).

**BILL OF QUANTITIES**

**PART-B (ii) 6.0' FT: SPAN CULVERT. (04 Nos.)**

**WORK NO: 1**

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
1	3,278 Cft:	Excavation in foundation of building bridge other structure i/c/dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176.25	P.0% Cft:	10,412
2	324 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:2:4	9416.28	P.% Cft:	30,509
3	1,821 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortor	12501.41	P.% Cft:	227,651
4	88 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429.25	P.% Cft:	12,698
5	13 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18)(b) P-20).	3127.41	P.% Sft:	407
6	10.56 Cwt:	Fabrication of m/s reinforcement cement concrete including cutting binding laying in position making joints & fastening of i/c binding wire also removal rust from bars.	4820.20	P.% Cwt:	50,901
7	201 Cft:	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or pre cast laid in position complete in all respects. Ratio (1:2:4) 90 lbs: cement 2 cft: sand 4 cft: shingle 1/8 to ¼ gauge.	337.00	P. Cft:	67,737
8	459 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344.59	P.% Sft:	10,762
<b>TOTAL</b>					<b>411,076</b>

% Above / Below on the rates of CSR.

Rs.

Amount to be added / deducted on the

Total Rs.

\_\_\_\_\_ x 4 = Rs. \_\_\_\_\_

Total Amount in words. \_\_\_\_\_

Contractor

**CHECKED**

**Divisional Head Draftsman**  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkana

**Executive Engineer,**  
Provincial Highways Division  
Larkana



CONSTRUCTION OF ROAD FROM LARKANA RASHEED WAGGAN ROAD @ NAZAR MUHALLA  
ALONGWITH SIM NALA (BOTH SIDES) TO MURAD SHAH MILE: 0/0-1/2 I/C M. STRUCTURE).

**BILL OF QUANTITIES**

**WORK No: 1**

**PART-B (iv) 18" RFT: DIA PIPE (07 Nos.)**

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
1	544 Cft:	Excavation in foundation of building bridge other structure i/cs dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176.25	P.0% Cft:	1,728
3	102 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:4:8	9416.28	P.% Cft:	9,605
4	153 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortor	12501.41	P.% Cft:	19,127
5	182 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429.25	P.% Cft:	26,261
6	32 Cft:	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or pre cast laid in position complete in all respects. Ratio (1:2:4) 90 lbs: cement 2 cft: sand 4 cft: shingle 1/8 to ¼ gauge.	412.00	P. Cft:	13,184
7	148 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344.59	P.% Sft:	3,470
<b>TOTAL</b>					<b>73,375</b>

% Above / Below on the rates of CSR.

Rs.

Amount to be added / deducted on the

Total Rs.

\_\_\_\_\_ x 7 = Rs. \_\_\_\_\_

Total Amount in words. \_\_\_\_\_

Contractor

**CHECKED**

**Divisional Head Draftsman**  
office of the  
**Executive Engineer**  
Provincial Highway Division  
Larkana.

**Executive Engineer,**  
Provincial Highways Division  
Larkano

IMPROVEMENT OF ROAD FROM OFF TAKING FROM RATODERO SHAHDADKOT MOTORWAY  
MILE: 17/7 TO DHING ALLAH BUX LEGHARI MILE: 2/0-2/4 (=0.80 KMS.)

BILL OF QUANTITIES

PART-A ROAD WORK

WORK No: 2

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
1	5,438 Cft:	Laying brick on end edging including supply of 9" x 4 1/2" x 3" 1st: class burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials T&P and carriage upto site of work.	2802.90	P. % Cft:	152,422
2	17,947 Cft:	Preparing base course supplying and spreading stone metal of approved quality of 6" in 2 layers from approved quarry properly grade to maximum size of 1 1/2" in required thickness of proper camber & grade i/c S/S 15 Cft: screening & non plastic quarry fines filling & depressions with stone metal after initial rolling including watering & compacting the same so as to achieve 100% density as per modified AASHO specifications (This i/cs providing and using templates camber plates screen from as directed). Rate includes all costs of materials T&P and carriage upto site of work.	10015.09	P. % Cft:	1,797,408
3	32,630 Sft:	Providing 1st: coat of surface dressing on or new existing surface with 30 lbs: bitumen 80/100 penetration and 4.0 cft: cursh bajri of 3/4" to 1/2" guage i/c cleaning the road surface rolling etc: complete. Rate includes all costs of materials T&P & carriage upto site of work.	1680.64	P. % Sft:	548,393
4	32,630 Sft:	Providing 1" thick consolidated premixed carpet in proper camber and grade i/c supplying of 10 cft: Bajri 4. cft: Hill sand of approve quality and garde and Bitumen 67 lbs: of 80/100 penetration i/c mixing in mechanical mixture in required proportion i/c heating the materials and cleaning the road surface. (Rate i/cs all cost of material T&P and carriage upto site of work).	4687.21	P. % Sft:	1,529,437

Contd: P/2



Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
5	81,000 Cft.	Earth work for road embankment by bulldozers i/c plugging and mixing clod breaking dressing and compacting with optimum moisture content lead upto 100' and lift upto 5.0' in all types of soil except rock compacting upto 85% density as per modified AASHO density	7723.95	P.0% Cft:	625,640
TOTAL					4,653,299

% Above / Below on the rates of CSR.

Amount to be added / deducted on the

Total		Rs.	
Diff: Cost of Bitumen	(-)	Rs.	76,684
G.Total		Rs.	
Total Amount in words.	<hr/>		

Note:- No premium shall be allowed on different cost of Bitumen.

Contractor

Bill of Quantities P/8

**CHECKED**

*[Signature]*  
 Divisional Head Draftsman  
 office of the  
 Executive Engineer  
 Provincial Highway Division  
 Larkana

*[Signature]*  
 Executive Engineer,  
 Provincial Highways Division  
 Larkano

IMPROVEMENT OF ROAD FROM OFF TAKING FROM RATODERO SHAHDADKOT MOTORWAY  
MILE: 17/7 TO DHING ALLAH BUX LEGHARI MILE: 2/0-2/4 (=0.80 KMS.)

**BILL OF QUANTITIES**

WORK NO: 2

**PART-B 600' Retaining Wall**

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
	2	3	4	5	6
1	7,200 Cft:	Excavation in foundation of building bridge other structure i/c dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176.25	P.0% Cft:	22,869
2	2,400 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:2:4	9416.28	P.% Cft:	225,991
3	9,750 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortor	12501.41	P.% Cft:	1,218,887
4	297 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429.25	P.% Cft:	42,855
5	396 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18)(b) P-20).	3127.41	P.% Sft:	12,385
6	3,900 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344.59	P.% Sft:	91,439
			TOTAL		1,614,426

% Above / Below on the rates of CSR.

Amount to be added / deducted on the

Total

Rs.

Total Amount in words. \_\_\_\_\_

Contractor

Bill of Quantities P/9

**CHECKED**

**Divisional Head Draftsman**  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkana

**Executive Engineer,**  
Provincial Highways Division  
Larkana



IMPROVEMENT OF ROAD FROM OFF TAKING FROM RATODERO SHAHDADKOT MOTORWAY  
MILE: 17/7 TO DHING ALLAH BUX LEGHARI MILE: 2/0-2/4 (=0.80 KMS.)

**BILL OF QUANTITIES**

**PART-C 10' RFT: BRIDGE.)**

**WORK NO: 2**

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
1	7,199 Cft:	Excavation in foundation of building bridge other structure i/cs dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176.25	P.0% Cft:	22,866
2	1,505 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:2:4	9416.28	P.% Cft:	141,715
3	4,256 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortor	12501.41	P.% Cft:	532,060
4	251 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429.25	P.% Cft:	36,217
5	204 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18)(b) P-20).	3127.41	P.% Sft:	6,380
6	36.78 Cwt:	Fabrication of m/s reinforcement cement concrete including cutting binding laying in position making joints & fastening of i/c binding wire also removal rust from bars.	4820.20	P.% Cwt:	177,287
7	785 Cft:	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or pre cast laid in position complete in all respects. Ratio (1:2:4) 90 lbs: cement 2 cft: sand 4 cft: shingle 1/8 to ¼ gauge.	337.00	P. Cft:	264,545
8	775 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344.59	P.% Sft:	18,171
<b>TOTAL</b>					<b>1,199,241</b>

\_\_\_\_\_ % Above / Below on the rates of CSR.

Rs.

\_\_\_\_\_ Amount to be added / deducted on the

Total Rs.

Total Amount in words. \_\_\_\_\_

Contractor

Bill of Quantities P/10

**CHECKED**

*[Signature]*  
Divisional Head Draftsman  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkana

*[Signature]*  
Executive Engineer,  
Provincial Highways Division  
Larkana



IMPROVEMENT OF ROAD FROM OFF TAKING FROM RATODERO SHAHDADKOT MOTORWAY  
MILE: 17/7 TO DHING ALLAH BUX LEGHARI MILE: 2/0-2/4 (=0.80 KMS.)

**BILL OF QUANTITIES**

**PART-D 18" RFT: DIA PIPE.**

**WORK No. 2**

Item No.	Qty's	Description of Item to be executed at site	Rate	Unit	Amount in Rs.
1	2	3	4	5	6
1	544 Cft:	Excavation in foundation of building bridge other structure i/cs dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176.25	P.0% Cft:	1,728
2	102 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:4:8	9416.28	P.% Cft:	9,605
3	153 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortar	12501.41	P.% Cft:	19,127
4	182 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429.25	P.% Cft:	26,261
5	32 Cft:	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or pre cast laid in position complete in all respects. Ratio (1:2:4) 90 lbs: cement 2 cft: sand 4 cft: shingle 1/8 to ¼ guage.	412.00	P. Cft:	13,184
6	149 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344.59	P.% Sft:	3,493
<b>TOTAL</b>					<b>73,398</b>

% Above / Below on the rates of CSR.

Rs.

Amount to be added / deducted on the

Total Rs.

Total Amount in words.

Contractor

**CHECKED**

Divisional Head Draftsman  
office of the  
Executive Engineer  
Provincial Highway Division

*(Signature)*  
Executive Engineer,  
Provincial Highways Division  
Larkano

BILLS OF QUANTITIES

PART-A ROAD WORK

WORK No: 3

Item No.	Qty's	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
01/-	57,103 Sft:	Excavation in existing berm for widening the road, including preparation of sub-grad after watering rolling with Power roller dressing the excavated stuff etc complete.	526/27	P.% Sft:	300,516/-
02/-	171,310 Cft:	Making Diagonal Grooves of 1 1/2 "-2 ft: center to center in surface of road.	146/41	P.% Cft:	250,815/-
03/-	28,552 Cft:	Providing sand cushion i/c supplying & spreading pit/canal sand of approved quality from approved source of supply to site of work i/c watering & rolling etc: complete. Rate includes all costs of materials T&P labour and carriage upto site of work.	1479/41	P.% Cft:	422,401/-
04/-	52,535 Cft:	Preparing sub-base by supplying and spreading stone metal 1-1/2"-2" gauge of approved quality from approved quarry in required thickness to proper camber and grade including hand packing, filling void with 20 cft: pit/canal sand and having plasticity index not more than 6 % suitable quality watering and compacting to achieve 98-100% density as per modified AASHO specification. (Rate i/c all cost of materials T&P and carriage upto site of work).	7391/87	P.% Cft:	3883,319/-
05/-	19,034 Rft:	Laying brick on end edging including supply of 9"x 4 1/2"x3" 1st: class burnt bricks excavation for laying edging with small side parallel to the road. Rate includes all costs of materials T&P and carriage upto site of work.	2729/96	P.% Rft:	519,621/-
06/-	132,070 Cft:	Preparing base course supplying and spreading stone metal of approved quality of 6" in 2 layers from approved quarry properly grade to maximum size of 1 1/2" in required thickness of proper camber & grade i/c S/S 15 Cft: screening & non plastic quarry fines filling & depressions with stone metal after initial rolling including watering & compacting the same so as to achieve 100% density as per modified AASHO specifications (This i/cs providing and using templates camber plates screen from as directed). Rate includes all costs of materials T&P and carriage upto site of work.	8473/06	P.% Cft:	1190,370/- 11190370/-

Contd: P/2



Item No.	Qty's	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
07/-	228,413 Sft:	Providing two coat of surface dressing on or new existing surface with 55 lbs: bitumen 80/70 penetration and 6.75 cft: cursh bajri of 8" to 3/4" guage i/c cleaning the road surface rolling etc: complete. Rate includes all costs of materials T&P & carriage upto site of work.	2940/44	P.% Sft:	6716,347/-
08/-	228,413 Sft:	Lying mechanically to proper line and grade plant mixed Asphalt 2" thick concrete paver finished (Hydraulic /Electronic control) Prepared to specified formula according to job mix formula approved by Engineer in charge i/c rolling and finishing to proper line, grade level and camber etc completed. (Rate i/c of tack coat with 60/70 bitumen and cost of material from source of supply of plant and plant to site of work 2" thick (102.29 lbs: of bitumen for mix plant 15 lbs for prime coat).	9038/76	P.% Sft:	20645,703/-
09/-	828,200 Cft:	Earth work for road embankment by bulldozers i/c plugging and mixing clod breaking dressing and compacting with optimum moisture content lead upto 100' and lift upto 5.0' in all types of soil except rock compacting upto 85% density as per modified AASHO density	7723/95	P.0% Cft:	6396,975/-
<b>TOTAL</b>					<b>50326,067/-</b>


\_\_\_\_\_ % Above / Below on the rates of CSR.

Amount to be added /deducted on the

Total		Rs:
Diff: cost of Bitumen (Two Coat)	(-)	Rs: 304,346/-
Diff: cost of Bitumen (2" Asphalt)	(-)	Rs: 2370,950/-
<b>G.Total (A+B)</b>		<b>Rs:</b>
Total Amount in words _____		


Note:- No premium shall be allowed on different cost of Bitumen .

Contractor

  
Executive Engineer,  
Provincial Highways Division  
Larkana

**CHECKED**

(B.Q Work- P/8)

  
Divisional Head Draftsman  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkana.



**IMPROVEMENT OF LARKANA MIROKHAN ROA DMILE: 0/0-1/6**

**BILLS OF QUANTITIES**

**PART-B 20' RFT: BRIDGE**

**WORK No: 3**

Item No.	Qty's	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
01/-	3,200 Cft:	Excavation in foundation of building bridge other structure i/cs dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176/25	P.%0 Cft:	10,164/-
02/-	960 Cft:	Extra wt earth (S.I.No. 15 P-4)	1058/75	P.%0 Cft:	1,016/-
03/-	1,120 Cft:	Extra for Slash of Duldal i/c Dewatering (Below be level).	2420/00	P.%0 Cft:	2,710/-
04/-	480 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:2:4	9416/28	P.% Cft:	45,198/-
05/-	1,383 Cft:	Dismantling cement concrete reinforced separating reinfor cement cleaning and straightening the same.	5445/00	P.% Cft:	75,304/-
06/-	1,901 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortar	12501/41	P.% Cft:	237,652/-
07/-	29 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429/25	P.% Cft:	4,184/-
08/-	38 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18) (b) P-20).	3127/41	P.% Sft:	1,188/-
09/-	74.45 Cwt:	Fabrication of m/s reinforcement cement concrete including cutting binding laying in position making joints & fastening of i/c binding wire also removal rust from bars.	4820/20	P.Cwt:	358,864/-
10/-	1,692 Cft:	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kinds of forms moulds: lifting shuttering curing rendering and finishing the exposed surface (including screening and washing of shingle) R.C.C work in roof slab, beams columns rafts, lintels and other structural member laid in situ or pre cast laid in position complete in all respects. Ratio (1:2:4) 90 lbs: cement 2 cft: sand 4 cft: shingle 1/8 to ¼ guage.	337/00	P.Cft:	570,204/-
11/-	1,008 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344/59	P.% Sft:	23,633/-
			<b>TOTAL</b>		<b>1330,117/-</b>

\_\_\_\_\_ % Above / Below on the rates of CSR.

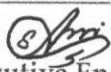
Amount to be added /deducted on the

Total

Rs:

Total Amount in words \_\_\_\_\_

Contractor

  
**Executive Engineer,**  
 Provincial Highways Division  
 Larkano

(B.Q Work- 1/9)

**CHECKED**  
 Provincial Highway Division  
 Executive Engineer  
 office of the  
 Divisional Head Draftsman  
 office of the  
 Executive Engineer  
 Provincial Highway Division  
**CHECKED**



**IMPROVEMENT OF LARKANA MIROKHAN ROA DMILE: 0/0-1/6**

**BILLS OF QUANTITIES**

**PART-C 3.0' FT: SPAN CULVERT**

**WORK No: 3**

1	2	3	4	5	6
01/-	1,366 Cft:	Excavation in foundation of building bridge other structure i/cs dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176/25	P.% Cft:	4,339/-
02/-	244 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" gauge ratio 1:4:8	9416/28	P.% Cft:	22,976/-
03/-	913 Cft:	Pucca Brick work in foundation and plinth i/c cement sand motor	12501/41	P.% Cft:	114,138/-
04/-	56 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out shuttering ratio 1:2:4:	14429/25	P.% Cft:	8,080/-
05/-	55 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18)(b) P-20).	3127/41	P.% Rft:	1,270/-
06/-	6.67 Cwt:	Fabrication of m/s reinforcement cement concrete including cutting binding laying in position making joints & fastening of i/c binding wire also removal rust from bars.	4820/20	P.Cwt:	32,151/-
07/-	141 Rft:	Reinforced cement concrete work including all labour and material except the cost of steel reinforcement and its labour for bending and binding which will be paid separately. This rate also includes all kind of forms moulds lifting shuttering curing rend.	337/00	P.Rft:	47,517/-
08/-	425 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344/59	P.% Sft:	9,965/-
			<b>TOTAL</b>		240,886/=


\_\_\_\_\_ % Above / Below on the rates of CSR.  
Amount to be added /deducted on the

Rs. ~~554,503~~ x 4 (=) Rs. ~~2218,012/-~~  
**2210586**      **963544/2**  
Rs:

**G.Total**


Total Amount in words \_\_\_\_\_

Contractor

  
Executive Engineer,  
Provincial Highways Division  
Larkana

**CHECKED**

(B.Q Work- 1/10)

  
Divisional Head Draftsman  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkana



**IMPROVEMENT OF LARKANA MIROKHAN ROA DMILE: 0/0-1/6**

**BILLS OF QUANTITIES**

PART-D 500 Rft:

WORK NO: 3

Item No.	Qty's	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
01/-	6,750 Cft:	Excavation in foundation of building bridge other structure i/cs dag belling dressing refilling around the structure with excavated earth watering and remaining lead upto one chain and left upto 5.0' ordinary soil.	3176/25	P.% Cft:	21,440/-
02/-	2,250 Cft:	Cement concrete with bricks are stone plaster 1½" to 2" guage ratio 1:4:8	9416/28	P.% Cft:	211,866/-
03/-	10,260 Cft:	Pucca Brick work in foundation and plinth i/c cement sand mortor	12501/41	P.% Cft:	1282,645/-
04/-	283 Cft:	Cement concrete plain i/c placing compacting finishing curing complete i/c screening washing of stone aggregate with out suhttering ratio 1:2:4:	14429/25	P.% Cft:	40,835/-
05/-	500 Sft:	Erection and removal of centering for R.C.C or plain cement work (2 <sup>nd</sup> : class) for partal wood vertical (S.I.No:18)(b) P-20).	3127/41	P.% Rft:	15,637/-
06/-	3,500 Sft:	Cement Plaster (1:3) upto 20' height 1½" thick.	2344/59	P.% Sft:	82,061/-
			<b>TOTAL</b>		1654,484/-

\_\_\_\_\_ % Above / Below on the rates of CSR.

Amount to be added /deducted on the

G.Total

Rs:


Total Amount in words \_\_\_\_\_

Contractor

  
 Executive Engineer,  
 Provincial Highways Division  
 Larkano

**CHECKED**

(B.Q Work- 1/11)

  
 Divisional Head Draftsman  
 office of the  
 Executive Engineer  
 Provincial Highway Division  
 Larkana.

IMPROVEMENT OF LARKANA MIROKHAN ROA DMILE: 0/0-1/6

BILLS OF QUANTITIES

PART-E (Miscellaneous)

WORK NO: 3

Item No.	Qty's	Description of item to be executed at site	Rate	Unit	Amount in Rupees
1	2	3	4	5	6
01/-	1 Nos.	Scheme Boards	16956/00	Each	16,956/-
02/-	6 Nos.	Village Boards	16956/00	Each	101,736/-
03/-	6 Nos.	Sign Boards	14600/00	Each	87,600/-
04/-	2 Nos.	Kilo Meter Stone	5600/00	Each	11,200/-
			TOTAL		217,492/-

\_\_\_\_\_ % Above / Below on the rates of CSR.  
Amount to be added /deducted on the

Total


Rs:

Total Amount in words \_\_\_\_\_  
\_\_\_\_\_

Contractor

  
Executive Engineer,  
Provincial Highways Division  
Larkano

**CHECKED**

  
Divisional Head Draftsman  
office of the  
Executive Engineer  
Provincial Highway Division  
Larkano

(B.Q Work- P/12)





# OFFICE OF THE

## EXECUTIVE ENGINEER, PROVINCIAL HIGHWAY DIVISION LARKANO.

Phone No. 9410777

No.TC/G-55 / 1415 /of 2015

Larkano dated: 06-11-2015

### NOTICE INVITED TENDERS.

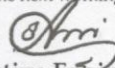
Tenders are invited from interested persons / suppliers / contracts / companies / firms on standard Bidding Documents Forms for Procurement of the following work as per SPPRA Rules 2010.

Sr. No.	Name of Scheme	Estimated Cost	Bid Security 4% (in Rupees)	Tender Fee	Time Allowed for completion	Remarks
01/-	Construction of road from Larkano Rasheed Waggan road @ Nazar Muhalla alongwith Sim Nala (Both sides) to Murad Shah mile:0/0-1/2 (I/C Masonry Structure)	39.150 (M)	4% of Bid Price	3000/=	12 months	Valid PEC Registration in Category C-5 (CE01 & CE10) of the year 2015
02/-	Construction of road from off taking from Ratodero Shahdakt Motorway mile: 17/7 to Dhing Allah Bux Leghari mile: 2/0-2/4 (= 0.80 Kms.)	8.090 (M)	4% of Bid Price	3000/=	12 months	Valid PEC Registration in Category C-6 (CE01 & CE10) of the year 2015
03/-	Improvement of Larkana Mirokhan road mile: 0/0-1/6	49.500 (M)	4% of Bid Price	3000/=	12 months	Valid PEC Registration in Category C-5 (CE01 & CE10) of the year 2015

- The intending participants can purchase the blank bid documents on payment of fee non-refundable from the publication date in this office for each working day upto 02-12-2015 @ 1.00 P.M.
- The tender will be received back on 03.12.2015 upto 01.P.M and will be opened on same date 03.12.2015 @ 2.00 P.M in the presence of intending contractors are their authorized representatives.
- Eligibility condition for intending participants are as under:-
  - Registration with Pakistan Engineering Council in the relevant field of specialization of work & the extent of tender amount of each work.
  - Bio-data of Engineers & Technical staff working with the firm.
  - Documentary evidence for works executed / works in progress and certificate of satisfactory completion of works of similar nature during last 3 years.
  - List of work in progress, indicating cost of each work and copy of letter of award of work.
  - List of machinery and equipment available with documentary evidence of its ownership, certificates of bank showing credit worthiness alongwith Bank statement.
  - No conditional or telegraphic tender will be entertained.
  - In case the tenders remain un-responded, the same will again be issued and opened in the presence of the committee on the following date.

Sr. No.	Issue of Blank Tenders	Received of Tender	Opened of Tender
1	2	3	4
	04-12-2015 TO 21-12-2015	22-12-2015 @.100 P..M	22-12-2015 @ 2.00 P.M

- All the bids or proposal can be rejected at any time prior to the acceptance of the bid or proposals as per SPPRA Rules.
- Pakistan Engineering Council license is not mandatory for the works upto 4.00 million.
  - Registration with Income Tax Department (NTN Certificates) and copy of N.I.C.
  - The bidder should have Registrations with the Sindh Revenue Board.
  - Undertaking on Affidavit that the firm is not involved in any litigation or had not abandoned any work in the Department.
  - The bidders should submit earnest money as showing against each work in shape of Call Deposit prepared from the scheduled bank in favour of the undersigned.
  - Affidavits to the effect that the firm / contractor have not been blacklisted previously by any executing agency.
  - Affidavits to the effect that all documents / particulars / information furnished are true and correct.
  - In case of firm, list of partners / partnership deed, giving full particulars of directors / proprietors or other connected alongwith power of attorney. In case of being sole proprietors, such undertaking on affidavit be furnished.
  - Details of owner alongwith CNIC on Judicial Stamp paper, A representative should have authority on Judicial Stamp Paper from owner and participation.
  - Bid Documents are available on deposition of non refundable price of Rs:3000/=
  - Bid validity 90 days.
  - In case of Public Holiday or the undersigned remains out of head quarter, the tenders will be opened on the next working day.

  
Executive Engineer,  
Provincial Highways Division  
Larkano

#### Copy forwarded with compliments to the:-

- ❖ Chief Engineer, Highways Department Sukkur, for favour of information please.
- ❖ Superintending Engineer, Provincial highways Circle Larkano, He is requested to kindly accord necessary approval of the N.I.T.
- ❖ Director Information Public Relation Department (Advertisement) alongwith spare copies of advertisement for publication in leading news papers.
- ❖ Secretary I.T Department Government of Sindh, Sindh Secretariat Building No.6, 1<sup>st</sup> floor Karachi.
- ❖ Director (C.B) Sindh Public Procurement Regulatory Authority Government of Sindh Block 8-A, Sindh Secretariat 4-B Court road Karachi for favour of information.
- ❖ Assistant Engineers Provincial Highways Sub-Division Larkano / Shahdakt for information and immediately they are requested to submit the estimate and schedule "B" of the works immediately for taken further necessary action.
- ❖ Divisional Head Draftsman / Head Clerk for information.
- ❖ Copy for notice board.

Executive Engineer,  
Provincial Highways Division  
Larkano



# ANNUAL PROCUREMENT PLAN 2015-16

## PROVINCIAL HIGHWAYS DIVISION LARKANO.

Sr. No:	Description of Procurement	Quantity (Where applicable)	Estimated unit cost (Where applicable Millions)	Funds allocated.	Scope of Funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st: Quarter	2nd: Quarter	3rd: Quarter	4th: Quarter	
01	02	03	04	05	06	07	08	09	10	11	12
1	Construction of road from Larkano Rasheed Waggan road @ Nazar Muhalla alongwith Sim Nala (Both sides) to Murad Shah mile:0/0-1/2 (I/C Masonry Structure)	--	39.150 (M)	8.00 (M)	ADP No.2257	National complete bidding among PEC Registered Bidders	2.00	2.00	2.00	2.00	--
2	Construction of road from off taking from Ratodero Shahdaddkot Motorway mile: 17/7 to Dhing Allah Bux Leghari mile: 2/0-2/4 (= 0.80 Kms.)	--	8.090 (M)	21.013 (M)	ADP No.1851	National complete bidding among PEC Registered Bidders	21.013	--	--	--	Full funded released Scheme shall be completed during CFY 2015-16
3	Improvement of Larkana Mirokhan road mile: 0/0-1/6.	--	51.577 (M)	11.250 (M)	ADP No.1896	National complete bidding among PEC Registered Bidders	--	--	--	--	--

  
 Executive Engineer,  
 Provincial Highways Division  
 Larkano



GOVERNMENT OF SINDH  
WORKS & SERVICES DEPARTMENT

Karachi, dated the 27<sup>th</sup> June, 2013.

NOTIFICATION

No. E&A(W&S)3-9/91/2013: With the approval of competent authority, Procurement Committee in terms of Rule-7 of Sindh Public Procurement Rules-2010, is hereby constituted for procurement of "Goods / Works" in the office of Executive Engineer, Provincial Highways Division, Larkano, excluding procurement involving foreign exchange with the following composition:-

- |      |  |          |
|------|--|----------|
| ✓ i) | Executive Engineer,<br>Provincial Highways Division,<br>Larkano.       | Chairman |
| ii)  | Executive Engineer,<br>Public Health Engineering Division,<br>Larkano. | Member   |
| iii) | Assistant Engineer,<br>Provincial Highways Sub-Division,<br>Larkano.   | Member   |

2. The Functions & Responsibilities of the Committee, in term of Rule-8 of SPPR-2010, shall be as under:

- Preparing of bidding documents.
- Carrying out Technical as well as Financial Evaluation of the bids.
- Preparing Evaluation report as provided in Rule-45;
- Making recommendation for the award of contract to the competent authority; and
- Perform any other function ancillary and incidental to the above.

QAZI SHAHID PERVEZ  
SECRETARY TO GOVT. OF SINDH

No. E&A(W&S)3-9/91-2013

Karachi dated the 27<sup>th</sup> June, 2013.

A copy is forwarded for information to:-

- The Accountant General, Sindh, Karachi.
- The Secretary to Govt. of Sindh, Public Health Engineering Department, Karachi.
- The Managing Director, SPPRA, Karachi.
- The Chief Engineer (Highways), Sukkur.
- The Superintending Engineer, Provincial Highways Circle, Larkano.
- The Deputy Director, PM&E Cell, W&SD.
- P.A to Addl. Secretary (Tech.), W&SD.
- P.A to Dy. Secretary (Tech.), W&SD.
- ✓ The Chairman / Members of the Committee.
- Notification file.

*Handwritten signature*  
(MUHAMMAD ZAKIR)  
SECTION OFFICER (GENERAL)  
FOR SECRETARY TO GOVT. OF SINDH

*Handwritten notes:*  
1264  
03-07/13



**GOVERNMENT OF SINDH  
WORKS & SERVICES DEPARTMENT**

Karachi, dated the 22<sup>nd</sup> May, 2014.

**NOTIFICATION**

**No.E&A(W&S)3-9/91(PT-V):** With the approval of Competent Authority, a Committee with the following composition, in terms of Rule-31 of Sindh Public Procurement Rules-2010, is hereby constituted in the Works & Services Department for redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders in the Region of Chief Engineer (Highways), Sukkur:-

- |      |  |          |
|------|--|----------|
| i)   | Chief Engineer (Highways),<br>Sukkur.  | Chairman |
| ii)  | Mr. Abdullah Memon,<br>Team Leader,<br>Flood Emergency Reconstruction Project,<br>ACC Consultants Private Limited,<br>Islamabad. | Member   |
| iii) | District Accounts Officer,<br>Sukkur.  | Member   |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-31(4) and (5) of Sindh Public Procurement Rules-2010

GAZI SHAHID PERVEZ  
SECRETARY TO GOVT. OF SINDH

No.E&A(W&S)3-9/91(PT-V):

Karachi dated the May, 2014.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways), Sukkur.
4. The Deputy Secretary (Staff) to Chief Secretary, Sindh, Karachi.
5. The Chairman / Members of the Committee
6. The Deputy Director (Monitoring), PM&E Cell, W&SD.
7. P.S to Secretary, W&S Department, Govt of Sindh, Karachi.
8. The District Accounts Officer, Hyderabad.
9. Notification file.

*D. Malik*  
22/05/2014  
SECTION OFFICER (GENERAL)  
FOR SECRETARY TO GOVT. OF SINDH



## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: \_\_\_\_\_

Dated: \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

\_\_\_\_\_ [Name of Supplier/Contractor/Consultant] 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 Supplier/Contractor/Consultant] 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

\_\_\_\_\_ [Name of Supplier/Contractor/Consultant] certifies 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 Supplier/Contractor/Consultant] 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 right 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 Supplier/Contractor/Consultant] 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]

\_\_\_\_\_  
[Supplier /Contractor/Consultant]